

TYSON FOODS INC

FORM 10-Q (Quarterly Report)

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Address	2200 DON TYSON PARKWAY SPRINGDALE, AR 72762-6999
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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q**

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended December 29, 2012

or

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____



001-14704
(Commission File Number)

TYSON FOODS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

71-0225165
(I.R.S. Employer Identification No.)

2200 Don Tyson Parkway, Springdale, Arkansas
(Address of principal executive offices)

72762-6999
(Zip Code)

(479) 290-4000
(Registrant's telephone number, including area code)

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of December 29, 2012 .

Class	Outstanding Shares
Class A Common Stock, \$0.10 Par Value (Class A stock)	284,518,786
Class B Common Stock, \$0.10 Par Value (Class B stock)	70,015,755

TYSON FOODS, INC.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

TYSON FOODS, INC.
CONSOLIDATED CONDENSED STATEMENTS OF INCOME
(In millions, except per share data)
(Unaudited)

	Three Months Ended	
	December 29, 2012	December 31, 2011
Sales	\$ 8,402	\$ 8,329
Cost of Sales	7,865	7,836
Gross Profit	537	493
Selling, General and Administrative	237	215
Operating Income	300	278
Other (Income) Expense:		
Interest income	(1)	(2)
Interest expense	37	49
Other, net	—	(12)
Total Other (Income) Expense	36	35
Income before Income Taxes	264	243
Income Tax Expense	96	87
Net Income	168	156
Less: Net Loss Attributable to Noncontrolling Interest	(5)	—
Net Income Attributable to Tyson	\$ 173	\$ 156
Weighted Average Shares Outstanding:		
Class A Basic	285	297
Class B Basic	70	70
Diluted	362	376
Net Income Per Share Attributable to Tyson:		
Class A Basic	\$ 0.50	\$ 0.43
Class B Basic	\$ 0.45	\$ 0.39
Diluted	\$ 0.48	\$ 0.42
Dividends Declared Per Share:		
Class A	\$ 0.160	\$ 0.040
Class B	\$ 0.144	\$ 0.036

See accompanying Notes to Consolidated Condensed Financial Statements.

TYSON FOODS, INC.
CONSOLIDATED CONDENSED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)
(Unaudited)

	Three Months Ended	
	December 29, 2012	December 31, 2011
Net Income	\$ 168	\$ 156
Other Comprehensive Income (Loss), Net of Taxes:		
Derivatives accounted for as cash flow hedges	(9)	(1)
Investments	(2)	1
Currency translation	(1)	3
Postretirement benefits	1	1
Total Other Comprehensive Income (Loss), Net of Taxes	(11)	4
Comprehensive Income	157	160
Less: Comprehensive Loss Attributable to Noncontrolling Interest	(5)	—
Comprehensive Income Attributable to Tyson	\$ 162	\$ 160

See accompanying Notes to Consolidated Condensed Financial Statements.

TYSON FOODS, INC.
CONSOLIDATED CONDENSED BALANCE SHEETS
(In millions, except share and per share data)
(Unaudited)

	December 29, 2012	September 29, 2012
Assets		
Current Assets:		
Cash and cash equivalents	\$ 951	\$ 1,071
Accounts receivable, net	1,365	1,378
Inventories	2,932	2,809
Other current assets	139	145
Total Current Assets	5,387	5,403
Net Property, Plant and Equipment	4,043	4,022
Goodwill	1,891	1,891
Intangible Assets	126	129
Other Assets	427	451
Total Assets	\$ 11,874	\$ 11,896
Liabilities and Shareholders' Equity		
Current Liabilities:		
Current debt	\$ 519	\$ 515
Accounts payable	1,435	1,372
Other current liabilities	892	943
Total Current Liabilities	2,846	2,830
Long-Term Debt	1,907	1,917
Deferred Income Taxes	536	558
Other Liabilities	527	549
Commitments and Contingencies (Note 13)		
Shareholders' Equity:		
Common stock (\$0.10 par value):		
Class A-authorized 900 million shares, issued 322 million shares	32	32
Convertible Class B-authorized 900 million shares, issued 70 million shares	7	7
Capital in excess of par value	2,281	2,278
Retained earnings	4,444	4,327
Accumulated other comprehensive loss	(74)	(63)
Treasury stock, at cost – 37 million shares at December 29, 2012, and 33 million shares at September 29, 2012	(656)	(569)
Total Tyson Shareholders' Equity	6,034	6,012
Noncontrolling Interest	24	30
Total Shareholders' Equity	6,058	6,042
Total Liabilities and Shareholders' Equity	\$ 11,874	\$ 11,896

See accompanying Notes to Consolidated Condensed Financial Statements.

TYSON FOODS, INC.
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS
(In millions)
(Unaudited)

	Three Months Ended	
	December 29, 2012	December 31, 2011
Cash Flows From Operating Activities:		
Net income	\$ 168	\$ 156
Depreciation and amortization	130	122
Deferred income taxes	(9)	24
Other, net	23	27
Net changes in working capital	(122)	9
Cash Provided by Operating Activities	190	338
Cash Flows From Investing Activities:		
Additions to property, plant and equipment	(157)	(182)
Purchases of marketable securities	(7)	(8)
Proceeds from sale of marketable securities	8	11
Other, net	4	3
Cash Used for Investing Activities	(152)	(176)
Cash Flows From Financing Activities:		
Payments on debt	(35)	(25)
Net proceeds from borrowings	24	45
Purchases of Tyson Class A common stock	(115)	(50)
Dividends	(53)	(15)
Other, net	21	22
Cash Used for Financing Activities	(158)	(23)
Effect of Exchange Rate Change on Cash	—	2
Increase (Decrease) in Cash and Cash Equivalents	(120)	141
Cash and Cash Equivalents at Beginning of Year	1,071	716
Cash and Cash Equivalents at End of Period	\$ 951	\$ 857

See accompanying Notes to Consolidated Condensed Financial Statements.

TYSON FOODS, INC.
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1: ACCOUNTING POLICIES**BASIS OF PRESENTATION**

The consolidated condensed financial statements have been prepared by Tyson Foods, Inc. (“Tyson,” “the Company,” “we,” “us” or “our”). Certain information and accounting policies and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have been condensed or omitted pursuant to such rules and regulations. Although we believe the disclosures contained herein are adequate to make the information presented not misleading, these consolidated condensed financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our annual report on Form 10-K for the fiscal year ended September 29, 2012 . Preparation of consolidated condensed financial statements requires us to make estimates and assumptions. These estimates and assumptions affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated condensed financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

We believe the accompanying consolidated condensed financial statements contain all adjustments, which are of a normal recurring nature, necessary to state fairly our financial position as of December 29, 2012 , and the results of operations for the three months ended December 29, 2012 , and December 31, 2011 . Results of operations and cash flows for the periods presented are not necessarily indicative of results to be expected for the full year.

CONSOLIDATION

The consolidated condensed financial statements include the accounts of all wholly-owned subsidiaries, as well as majority-owned subsidiaries over which we exercise control and, when applicable, entities for which we have a controlling financial interest or variable interest entities for which we are the primary beneficiary. All significant intercompany accounts and transactions have been eliminated in consolidation.

VARIABLE INTEREST ENTITIES

We have an investment in a joint venture, Dynamic Fuels LLC (Dynamic Fuels), in which we have a 50 percent ownership interest. Dynamic Fuels qualifies as a variable interest entity for which we consolidate as we are the primary beneficiary. At December 29, 2012 , Dynamic Fuels had \$157 million of total assets, of which \$146 million was net property, plant and equipment, and \$117 million of total liabilities, of which \$100 million was long-term debt. At September 29, 2012 , Dynamic Fuels had \$177 million of total assets, of which \$146 million was net property, plant and equipment, and \$124 million of total liabilities, of which \$100 million was long-term debt.

SHARE REPURCHASES

A summary of cumulative share repurchases of our Class A common stock is as follows (in millions):

	Three Months Ended			
	December 29, 2012		December 31, 2011	
	Shares	Dollars	Shares	Dollars
Shares repurchased:				
Under share repurchase program	5.1	\$ 100	1.8	\$ 35
To fund certain obligations under equity compensation plans	0.8	15	0.8	15
Total share repurchases	5.9	\$ 115	2.6	\$ 50

As of December 29, 2012 , 30.1 million shares remained available for repurchase under our share repurchase program. The share repurchase program has no fixed or scheduled termination date and the timing and extent to which we repurchase shares will depend upon, among other things, our working capital needs, market conditions, liquidity targets, our debt obligations and regulatory requirements. In addition to the share repurchase program, we purchase shares on the open market to fund certain obligations under our equity compensation plans.

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

In June 2011, the FASB issued guidance regarding the presentation of comprehensive income. This guidance is effective for annual periods, and interim periods within those years, beginning after December 15, 2011. We adopted this guidance in the first quarter of fiscal year 2013. The adoption required a separate statement of comprehensive income and additional disclosures on our consolidated condensed financial statements.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In December 2011, the FASB issued guidance enhancing disclosures related to offsetting of certain assets and liabilities. This guidance is effective for annual reporting periods beginning on or after January 1, 2013, and interim periods within those annual periods. We do not expect the adoption will have a significant impact on our consolidated condensed financial statements.

NOTE 2: INVENTORIES

Processed products, livestock and supplies and other are valued at the lower of cost or market. Cost includes purchased raw materials, live purchase costs, growout costs (primarily feed, contract grower pay and catch and haul costs), labor and manufacturing and production overhead, which are related to the purchase and production of inventories. Total inventory consists of the following (in millions):

	December 29, 2012	September 29, 2012
Processed products:		
Weighted-average method – chicken and prepared foods	\$ 824	\$ 754
First-in, first-out method – beef and pork	595	611
Livestock – first-in, first-out method	1,038	952
Supplies and other – weighted-average method	475	492
Total inventories	\$ 2,932	\$ 2,809

NOTE 3: PROPERTY, PLANT AND EQUIPMENT

The major categories of property, plant and equipment and accumulated depreciation are as follows (in millions):

	December 29, 2012	September 29, 2012
Land	\$ 101	\$ 101
Buildings and leasehold improvements	2,901	2,868
Machinery and equipment	5,276	5,208
Land improvements and other	411	408
Buildings and equipment under construction	304	298
	8,993	8,883
Less accumulated depreciation	4,950	4,861
Net property, plant and equipment	\$ 4,043	\$ 4,022

NOTE 4: OTHER CURRENT LIABILITIES

Other current liabilities are as follows (in millions):

	December 29, 2012	September 29, 2012
Accrued salaries, wages and benefits	\$ 272	\$ 382
Self-insurance reserves	274	274
Other	346	287
Total other current liabilities	\$ 892	\$ 943

NOTE 5: DEBT

The major components of debt are as follows (in millions):

	December 29, 2012	September 29, 2012
Revolving credit facility	\$ —	\$ —
Senior notes:		
3.25% Convertible senior notes due October 2013 (2013 Notes)	458	458
6.60% Senior notes due April 2016 (2016 Notes)	638	638
7.00% Notes due May 2018	120	120
4.50% Senior notes due June 2022 (2022 Notes)	1,000	1,000
7.00% Notes due January 2028	18	18
Discount on senior notes	(23)	(28)
GO Zone tax-exempt bonds due October 2033 (0.14% at 12/29/2012)	100	100
Other	115	126
Total debt	2,426	2,432
Less current debt	519	515
Total long-term debt	\$ 1,907	\$ 1,917

Revolving Credit Facility

We have a \$1.0 billion revolving credit facility that supports short-term funding needs and letters of credit. The facility will mature and the commitments thereunder will terminate in August 2017. After reducing the amount available by outstanding letters of credit issued under this facility, the amount available for borrowing at December 29, 2012, was \$962 million. At December 29, 2012, we had outstanding letters of credit issued under this facility totaling \$38 million, none of which were drawn upon. We had an additional \$151 million of bilateral letters of credit issued separately from the revolving credit facility, none of which were drawn upon. Our letters of credit are issued primarily in support of workers' compensation insurance programs, derivative activities and Dynamic Fuels' Gulf Opportunity Zone tax-exempt bonds.

This facility is unsecured. However, if at any time (the Collateral Trigger Date) we shall fail to have (a) a corporate rating from Moody's Investors Service, Inc. (Moody's) of "Ba1" or better, (b) a corporate rating from Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business (S&P), of "BB+" or better, or (c) a corporate rating from Fitch Ratings, a wholly owned subsidiary of Fimalac, S.A. (Fitch), of "BB+" or better, we, any subsidiary that has guaranteed any material indebtedness of the Company, and substantially all of our other domestic subsidiaries shall be required to secure the obligations under the credit agreement and related documents with a first-priority perfected security interest in our and such subsidiary's cash, deposit and securities accounts, accounts receivable and related assets, inventory and proceeds of any of the foregoing (the Collateral Requirement).

If on any date prior to any Collateral Trigger Date we shall have (a) a corporate rating from Moody's of "Baa2" or better, (b) a corporate rating from S&P of "BBB" or better and (c) a corporate rating from Fitch of "BBB" or better, in each case with stable or better outlook, then the Collateral Requirement will no longer be effective.

This facility is fully guaranteed by Tyson Fresh Meats, Inc (TFM Parent), our wholly owned subsidiary, until such date TFM Parent is released from all of its guarantees of other material indebtedness. If in the future any of our other subsidiaries shall guarantee any of our material indebtedness, such subsidiary shall also be required to guarantee the indebtedness, obligations and liabilities under this facility.

2013 Notes

In September 2008, we issued \$458 million principal amount 3.25% convertible senior unsecured notes due October 15, 2013, with interest payable semi-annually in arrears on April 15 and October 15. At December 29, 2012, the conversion rate was 59.5360 shares of Class A stock per \$1,000 principal amount of notes, which is equivalent to a conversion price of \$16.80 per share of Class A stock. The conversion rate and conversion price of the 2013 Notes are subject to adjustments which include, among other events, making cash dividends or distributions to the holders of our Class A common stock during any quarterly fiscal period in excess of \$0.04 per share. The 2013 Notes may be converted before the close of business on July 12, 2013, only under the following circumstances:

- during any fiscal quarter after December 27, 2008, if the last reported sale price of our Class A stock for at least 20 trading days during a period of 30 consecutive trading days ending on the last trading day of the preceding fiscal quarter is at least 130% of the applicable conversion price on each applicable trading day (which would currently require our shares to trade at or above \$21.84); or
- during the five business days after any 10 consecutive trading days (measurement period) in which the trading price per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of our Class A stock and the applicable conversion rate on each such day; or
- upon the occurrence of specified corporate events as defined in the supplemental indenture.

On and after July 15, 2013, until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert their notes at any time, regardless of the foregoing circumstances. Upon conversion, we will deliver cash up to the aggregate principal amount of the 2013 Notes to be converted and shares of our Class A stock in respect of the remainder, if any, of our conversion obligation in excess of the aggregate principal amount of the 2013 Notes being converted. As of December 29, 2012, none of the conditions permitting conversion of the 2013 Notes had been satisfied.

The 2013 Notes were originally accounted for as a combined instrument because the conversion feature did not meet the requirements to be accounted for separately as a derivative financial instrument. However, we adopted new accounting guidance in the first quarter of fiscal 2010 and applied it retrospectively to all periods presented. This new accounting guidance required us to separately account for the liability and equity conversion features. Upon retrospective adoption, our effective interest rate on the 2013 Notes was determined to be 8.26%, which resulted in the recognition of a \$92 million discount to these notes with the offsetting after tax amount of \$56 million recorded to capital in excess of par value. This discount is being accreted over the five-year term of the convertible notes at the effective interest rate.

In connection with the issuance of the 2013 Notes, we entered into separate convertible note hedge transactions with respect to our Class A stock to minimize the potential economic dilution upon conversion of the 2013 Notes. We also entered into separate warrant transactions. We recorded the purchase of the note hedge transactions as a reduction to capital in excess of par value, net of \$36 million pertaining to the related deferred tax asset, and we recorded the proceeds of the warrant transactions as an increase to capital in excess of par value. Subsequent changes in fair value of these instruments are not recognized in the financial statements as long as the instruments continue to meet the criteria for equity classification.

We purchased call options in private transactions for \$94 million that permit us to acquire up to approximately 27 million shares of our Class A stock at the current strike price of \$16.80 per share, subject to adjustment. The call options allow us to acquire a number of shares of our Class A stock initially equal to the number of shares of Class A stock issuable to the holders of the 2013 Notes upon conversion. These call options will terminate upon the maturity of the 2013 Notes.

We sold warrants in private transactions for total proceeds of \$44 million. The warrants permit the purchasers to acquire up to approximately 27 million shares of our Class A stock at the current exercise price of \$22.18 per share, subject to adjustment. The warrants are exercisable on various dates from January 2014 through April 2014.

The maximum amount of shares that may be issued to satisfy the conversion of the 2013 Notes is limited to 35.9 million shares. However, the convertible note hedge and warrant transactions, in effect, increase the conversion price of the 2013 Notes from \$16.80 per share to \$22.18 per share, thus reducing the potential future economic dilution associated with conversion of the 2013 Notes. If our share price is below \$22.18 upon exercise of the warrants, there is no economic net share impact. A 10% increase in our share price above the \$22.18 warrant exercise price would result in the issuance of 2.5 million incremental shares. The 2013 Notes and the warrants could have a dilutive effect on our earnings per share to the extent the price of our Class A stock during a given measurement period exceeds the respective exercise prices of those instruments. The call options are excluded from the calculation of diluted earnings per share as their impact is anti-dilutive.

2016 Notes

The 2016 Notes carried an interest rate at issuance of 6.60%, with an interest step up feature dependent on their credit rating. On June 7, 2012, Moody's upgraded the credit rating of these notes from "Ba1" to "Baa3." This upgrade decreased the interest rate on the 2016 Notes from 6.85% to 6.60%, effective beginning with the six-month interest payment due October 1, 2012.

GO Zone Tax-Exempt Bonds

In October 2008, Dynamic Fuels received \$100 million in proceeds from the sale of Gulf Opportunity Zone tax-exempt bonds made available by the federal government to the regions affected by Hurricanes Katrina and Rita in 2005. These floating rate bonds are due October 1, 2033. In November 2008, we entered into an interest rate swap related to these bonds to mitigate our interest rate risk on a portion of the bonds for five years. We also issued a letter of credit as a guarantee for the entire bond issuance. If any amounts are disbursed related to this guarantee, we would seek recovery of 50% (up to \$50 million) from Syntroleum Corporation in accordance with our 2008 warrant agreement with Syntroleum Corporation.

Debt Covenants

Our revolving credit facility contains affirmative and negative covenants that, among other things, may limit or restrict our ability to: create liens and encumbrances; incur debt; merge, dissolve, liquidate or consolidate; dispose of or transfer assets; change the nature of our business; engage in certain transactions with affiliates; and enter into sale/leaseback or hedging transactions, in each case, subject to certain qualifications and exceptions. In addition, we are required to maintain minimum interest expense coverage and maximum debt-to-capitalization ratios.

Our 2022 Notes also contain affirmative and negative covenants that, among other things, may limit or restrict our ability to: create liens; engage in certain sale/leaseback transactions; and engage in certain consolidations, mergers and sales of assets.

We were in compliance with all debt covenants at December 29, 2012 .

NOTE 6: INCOME TAXES

The effective tax rate was 36.3% and 35.8% for the first quarter of fiscal years 2013 and 2012 , respectively. The effective tax rate for the first quarter of fiscal 2013 was impacted by such items as the domestic production deduction, state income taxes and losses in foreign jurisdictions and related valuation allowances.

Unrecognized tax benefits were \$139 million and \$168 million at December 29, 2012 , and September 29, 2012 , respectively. This change is primarily a result of audit settlements related to temporary differences. Substantially all of the unrecognized tax benefits, if recognized, would impact our effective tax rate.

We classify interest and penalties on unrecognized tax benefits as income tax expense. At December 29, 2012 , and September 29, 2012 , before tax benefits, we had \$62 million and \$64 million , respectively, of accrued interest and penalties on unrecognized tax benefits.

We are subject to income tax examinations for U.S. federal income taxes for fiscal years 2003 through 2011, and for foreign, state and local income taxes for fiscal years 2001 through 2011. During the next twelve months, it is reasonably possible the amount of unrecognized tax benefits could change, but such changes are anticipated to be immaterial in amount.

NOTE 7: OTHER INCOME AND CHARGES

During the first quarter of fiscal 2013, we recorded \$3 million of equity earnings in joint ventures and \$3 million in net foreign currency exchange losses, which were recorded in the Consolidated Condensed Statements of Income in Other, net.

During the first quarter of fiscal 2012, we recorded \$6 million of equity earnings in joint ventures and \$5 million in net foreign currency exchange gains, which were recorded in the Consolidated Condensed Statements of Income in Other, net.

NOTE 8: EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted earnings per share (in millions, except per share data):

	Three Months Ended	
	December 29, 2012	December 31, 2011
Numerator:		
Net income	\$ 168	\$ 156
Less: Net loss attributable to noncontrolling interest	(5)	—
Net income attributable to Tyson	173	156
Less Dividends Declared:		
Class A	46	12
Class B	10	3
Undistributed earnings	\$ 117	\$ 141
Class A undistributed earnings	\$ 96	\$ 117
Class B undistributed earnings	21	24
Total undistributed earnings	\$ 117	\$ 141
Denominator:		
Denominator for basic earnings per share:		
Class A weighted average shares	285	297
Class B weighted average shares, and shares under the if-converted method for diluted earnings per share	70	70
Effect of dilutive securities:		
Stock options and restricted stock	5	5
Convertible 2013 Notes	2	4
Denominator for diluted earnings per share – adjusted weighted average shares and assumed conversions	362	376
Net Income Per Share Attributable to Tyson:		
Class A Basic	\$ 0.50	\$ 0.43
Class B Basic	\$ 0.45	\$ 0.39
Diluted	\$ 0.48	\$ 0.42

Approximately 8 million and 4 million of our stock-based compensation shares were antidilutive for the three months ended December 29, 2012, and December 31, 2011, respectively. These shares were not included in the dilutive earnings per share calculation.

We have two classes of capital stock, Class A stock and Class B stock. Cash dividends cannot be paid to holders of Class B stock unless they are simultaneously paid to holders of Class A stock. The per share amount of cash dividends paid to holders of Class B stock cannot exceed 90% of the cash dividends paid to holders of Class A stock.

We allocate undistributed earnings based upon a 1 to 0.9 ratio per share to Class A stock and Class B stock, respectively. We allocate undistributed earnings based on this ratio due to historical dividend patterns, voting control of Class B shareholders and contractual limitations of dividends to Class B stock.

NOTE 9: DERIVATIVE FINANCIAL INSTRUMENTS

Our business operations give rise to certain market risk exposures mostly due to changes in commodity prices, foreign currency exchange rates and interest rates. We manage a portion of these risks through the use of derivative financial instruments, primarily futures and options, to reduce our exposure to commodity price risk, foreign currency risk and interest rate risk. Forward contracts on various commodities, including grains, livestock and energy, are primarily entered into to manage the price risk associated with forecasted purchases of these inputs used in our production processes. Foreign exchange forward contracts are entered into to manage the fluctuations in foreign currency exchange rates, primarily as a result of certain receivable and payable balances. We also periodically utilize interest rate swaps to manage interest rate risk associated with our variable-rate borrowings.

Our risk management programs are periodically reviewed by our Board of Directors' Audit Committee. These programs are monitored by senior management and may be revised as market conditions dictate. Our current risk management programs utilize industry-standard models that take into account the implicit cost of hedging. Risks associated with our market risks and those created by derivative instruments and the fair values are strictly monitored, using Value-at-Risk and stress tests. Credit risks associated with our derivative contracts are not significant as we minimize counterparty concentrations, utilize margin accounts or letters of credit, and deal with credit-worthy counterparties. Additionally, our derivative contracts are mostly short-term in duration and we generally do not make use of credit-risk-related contingent features. No significant concentrations of credit risk existed at December 29, 2012 .

We recognize all derivative instruments as either assets or liabilities at fair value in the Consolidated Condensed Balance Sheets, with the exception of normal purchases and normal sales expected to result in physical delivery. The accounting for changes in the fair value (i.e., gains or losses) of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and the type of hedging relationship. For those derivative instruments that are designated and qualify as hedging instruments, we designate the hedging instrument based upon the exposure being hedged (i.e., fair value hedge, cash flow hedge, or hedge of a net investment in a foreign operation). We qualify, or designate, a derivative financial instrument as a hedge when contract terms closely mirror those of the hedged item, providing a high degree of risk reduction and correlation. If a derivative instrument is accounted for as a hedge, depending on the nature of the hedge, changes in the fair value of the instrument either will be offset against the change in fair value of the hedged assets, liabilities or firm commitments through earnings, or be recognized in other comprehensive income (loss) (OCI) until the hedged item is recognized in earnings. The ineffective portion of an instrument's change in fair value is recognized in earnings immediately. We designate certain forward contracts as follows:

- Cash Flow Hedges – include certain commodity forward and option contracts of forecasted purchases (i.e., grains) and certain foreign exchange forward contracts.
- Fair Value Hedges – include certain commodity forward contracts related to firm commitments (i.e., livestock).
- Net Investment Hedges – include certain foreign currency forward contracts of permanently invested capital in certain foreign subsidiaries.

Cash flow hedges

Derivative instruments, such as futures and options, are designated as hedges against changes in the amount of future cash flows related to procurement of certain commodities utilized in our production processes. We do not purchase forward and option commodity contracts in excess of our physical consumption requirements and generally do not hedge forecasted transactions beyond 18 months. The objective of these hedges is to reduce the variability of cash flows associated with the forecasted purchase of those commodities. For the derivative instruments we designate and qualify as a cash flow hedge, the effective portion of the gain or loss on the derivative is reported as a component of OCI and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Gains and losses representing hedge ineffectiveness are recognized in earnings in the current period. Ineffectiveness related to our cash flow hedges was not significant for the three months ended December 29, 2012 , and December 31, 2011 .

We had the following aggregated notional values of outstanding forward and option contracts accounted for as cash flow hedges (in millions, except soy meal tons):

	Metric	December 29, 2012	September 29, 2012
Commodity:			
Corn	Bushels	10	12
Soy meal	Tons	228,800	164,700
Foreign Currency	United States dollar \$	59	\$ 80

As of December 29, 2012 , the net amounts expected to be reclassified into earnings within the next 12 months are not significant. During the three months ended December 29, 2012 , and December 31, 2011 , we did not reclassify significant pretax gains/losses into earnings as a result of the discontinuance of cash flow hedges due to the probability the original forecasted transaction would not occur by the end of the originally specified time period or within the additional period of time allowed by generally accepted accounting principles.

The following table sets forth the pretax impact of cash flow hedge derivative instruments on the Consolidated Condensed Statements of Income (in millions):

	Gain/(Loss) Recognized in OCI On Derivatives		Consolidated Condensed Statements of Income Classification	Gain/(Loss) Reclassified from OCI to Earnings	
	Three Months Ended			Three Months Ended	
	December 29, 2012	December 31, 2011		December 29, 2012	December 31, 2011
Cash Flow Hedge – Derivatives designated as hedging instruments:					
Commodity contracts	\$ (13)	\$ 2	Cost of Sales	\$ 4	\$ (6)
Foreign exchange contracts	—	(5)	Other Income/Expense	(2)	5
Total	\$ (13)	\$ (3)		\$ 2	\$ (1)

Fair value hedges

We designate certain futures contracts as fair value hedges of firm commitments to purchase livestock for slaughter. Our objective of these hedges is to minimize the risk of changes in fair value created by fluctuations in commodity prices associated with fixed price livestock firm commitments. We had the following aggregated notional values of outstanding forward contracts entered into to hedge forecasted commodity purchases which are accounted for as a fair value hedge (in millions):

	Metric	December 29, 2012	September 29, 2012
Commodity:			
Live Cattle	Pounds	228	232
Lean Hogs	Pounds	284	239

For these derivative instruments we designate and qualify as a fair value hedge, the gain or loss on the derivative, as well as the offsetting gain or loss on the hedged item attributable to the hedged risk, are recognized in earnings in the same period. We include the gain or loss on the hedged items (i.e., livestock purchase firm commitments) in the same line item, Cost of Sales, as the offsetting gain or loss on the related livestock forward position.

	Consolidated Condensed Statements of Income Classification	in millions	
		Three Months Ended	
		December 29, 2012	December 31, 2011
Gain/(Loss) on forwards	Cost of Sales	\$ 4	\$ (8)
Gain/(Loss) on purchase contract	Cost of Sales	(4)	8

Ineffectiveness related to our fair value hedges was not significant for the three months ended December 29, 2012, and December 31, 2011.

Foreign net investment hedges

We utilize forward foreign exchange contracts to protect the value of our net investments in certain foreign subsidiaries. For derivative instruments that are designated and qualify as a hedge of a net investment in a foreign currency, the gain or loss is reported in OCI as part of the cumulative translation adjustment to the extent it is effective, with the related amounts due to or from counterparties included in other liabilities or other assets. We utilize the forward-rate method of assessing hedge effectiveness. Any ineffective portions of net investment hedges are recognized in the Consolidated Condensed Statements of Income during the period of change. Ineffectiveness related to our foreign net investment hedges was not significant for the three months ended December 29, 2012, and December 31, 2011. At both December 29, 2012, and September 29, 2012, we had \$27 million aggregate outstanding notional values related to our forward foreign currency contracts accounted for as foreign net investment hedges.

The following table sets forth the pretax impact of these derivative instruments on the Consolidated Condensed Statements of Income (in millions):

	Gain/(Loss) Recognized in OCI On Derivatives		Consolidated Condensed Statements of Income Classification	Gain/(Loss) Reclassified from OCI to Earnings	
	Three Months Ended			Three Months Ended	
	December 29, 2012	December 31, 2011		December 29, 2012	December 31, 2011
Net Investment Hedge – Derivatives designated as hedging instruments:					
Foreign exchange contracts	\$	—	\$ (1)	Other Income/Expense	\$ —

Undesignated positions

In addition to our designated positions, we also hold forward and option contracts for which we do not apply hedge accounting. These include certain derivative instruments related to commodities price risk, including grains, livestock, energy, foreign currency risk and interest rate risk. We mark these positions to fair value through earnings at each reporting date. We generally do not enter into undesignated positions beyond 18 months.

The objective of our undesignated grains, livestock and energy commodity positions is to reduce the variability of cash flows associated with the forecasted purchase of certain grains, energy and livestock inputs to our production processes. We also enter into certain forward sales of boxed beef and boxed pork and forward purchases of cattle and hogs at fixed prices. The fixed price sales contracts lock in the proceeds from a future sale and the fixed cattle and hog purchases lock in the cost. However, the cost of the livestock and the related boxed beef and boxed pork market prices at the time of the sale or purchase could vary from this fixed price. As we enter into fixed forward sales of boxed beef and boxed pork and forward purchases of cattle and hogs, we also enter into the appropriate number of livestock options and futures positions to mitigate a portion of this risk. Changes in market value of the open livestock options and futures positions are marked to market and reported in earnings at each reporting date, even though the economic impact of our fixed prices being above or below the market price is only realized at the time of sale or purchase. These positions generally do not qualify for hedge treatment due to location basis differences between the commodity exchanges and the actual locations when we purchase the commodities.

We have a foreign currency cash flow hedging program to hedge portions of forecasted transactions denominated in foreign currencies, primarily with forward and option contracts, to protect against the reduction in value of forecasted foreign currency cash flows. Our undesignated foreign currency positions generally would qualify for cash flow hedge accounting. However, to reduce earnings volatility, we normally will not elect hedge accounting treatment when the position provides an offset to the underlying related transaction that impacts current earnings.

The objective of our undesignated interest rate swap is to manage interest rate risk exposure on a floating-rate bond. Our interest rate swap agreement effectively modifies our exposure to interest rate risk by converting a portion of the floating-rate bond to a fixed rate basis for the first five years, thus reducing the impact of the interest-rate changes on future interest expense. This interest rate swap does not qualify for hedge treatment due to differences in the underlying bond and swap contract interest-rate indices.

We had the following aggregate outstanding notional values related to our undesignated positions (in millions, except soy meal tons):

	Metric	December 29, 2012	September 29, 2012
Commodity:			
Corn	Bushels	36	19
Soy Meal	Tons	65,200	1,200
Soy Oil	Pounds	—	17
Live Cattle	Pounds	223	68
Lean Hogs	Pounds	11	108
Foreign Currency	United States dollars	\$ 151	\$ 165
Interest Rate	Average monthly notional debt	\$ 25	\$ 27

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The following table sets forth the pretax impact of the undesignated derivative instruments on the Consolidated Condensed Statements of Income (in millions):

	Consolidated Condensed Statements of Income Classification	Gain/(Loss) Recognized in Earnings	
		Three Months Ended	
		December 29, 2012	December 31, 2011
Derivatives not designated as hedging instruments:			
Commodity contracts	Sales	\$ 11	\$ (3)
Commodity contracts	Cost of Sales	(7)	29
Foreign exchange contracts	Other Income/Expense	1	3
Total		\$ 5	\$ 29

The following table sets forth the fair value of all derivative instruments outstanding in the Consolidated Condensed Balance Sheets (in millions):

	Fair Value	
	December 29, 2012	September 29, 2012
Derivative Assets:		
Derivatives designated as hedging instruments:		
Commodity contracts	\$ 5	\$ 32
Derivatives not designated as hedging instruments:		
Commodity contracts	29	21
Foreign exchange contracts	1	1
Total derivative assets – not designated	30	22
Total derivative assets	\$ 35	\$ 54
Derivative Liabilities:		
Derivatives designated as hedging instruments:		
Commodity contracts	\$ 12	\$ 6
Foreign exchange contracts	—	1
Total derivative liabilities – designated	12	7
Derivatives not designated as hedging instruments:		
Commodity contracts	75	96
Foreign exchange contracts	2	2
Interest rate contracts	1	—
Total derivative liabilities – not designated	78	98
Total derivative liabilities	\$ 90	\$ 105

Our derivative assets and liabilities are presented in our Consolidated Condensed Balance Sheets on a net basis. We net derivative assets and liabilities, including cash collateral when a legally enforceable master netting arrangement exists between the counterparty to a derivative contract and us. See Note 10: Fair Value Measurements for a reconciliation to amounts reported in the Consolidated Condensed Balance Sheets in Other current assets and Other current liabilities.

NOTE 10: FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The fair value hierarchy contains three levels as follows:

Level 1 — Unadjusted quoted prices available in active markets for the identical assets or liabilities at the measurement date.

Level 2 — Other observable inputs available at the measurement date, other than quoted prices included in Level 1, either directly or indirectly, including:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets in non-active markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs derived principally from or corroborated by other observable market data.

Level 3 — Unobservable inputs that cannot be corroborated by observable market data and reflect the use of significant management judgment. These values are generally determined using pricing models for which the assumptions utilize management's estimates of market participant assumptions.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The fair value hierarchy requires the use of observable market data when available. In instances where the inputs used to measure fair value fall into different levels of the fair value hierarchy, the fair value measurement has been determined based on the lowest level input significant to the fair value measurement in its entirety. Our assessment of the significance of a particular item to the fair value measurement in its entirety requires judgment, including the consideration of inputs specific to the asset or liability. The following tables set forth by level within the fair value hierarchy our financial assets and liabilities accounted for at fair value on a recurring basis according to the valuation techniques we used to determine their fair values (in millions):

December 29, 2012	Level 1	Level 2	Level 3	Netting (a)	Total
Assets:					
Commodity Derivatives	\$ —	\$ 34	\$ —	\$ (21)	\$ 13
Foreign Exchange Forward Contracts	—	1	—	—	1
Available for Sale Securities:					
Debt securities	—	26	85	—	111
Equity securities	3	—	—	—	3
Deferred Compensation Assets	22	158	—	—	180
Total Assets	\$ 25	\$ 219	\$ 85	\$ (21)	\$ 308
Liabilities:					
Commodity Derivatives	\$ —	\$ 87	\$ —	\$ (87)	\$ —
Foreign Exchange Forward Contracts	—	2	—	(1)	1
Interest Rate Swap	—	1	—	—	1
Total Liabilities	\$ —	\$ 90	\$ —	\$ (88)	\$ 2

September 29, 2012	Level 1	Level 2	Level 3	Netting (a)	Total
Assets:					
Commodity Derivatives	\$ —	\$ 53	\$ —	\$ (40)	\$ 13
Foreign Exchange Forward Contracts	—	1	—	(1)	—
Available for Sale Securities:					
Debt securities	—	27	86	—	113
Equity securities	6	1	—	—	7
Deferred Compensation Assets	31	149	—	—	180
Total Assets	\$ 37	\$ 231	\$ 86	\$ (41)	\$ 313
Liabilities:					
Commodity Derivatives	\$ —	\$ 102	\$ —	\$ (100)	\$ 2
Foreign Exchange Forward Contracts	—	3	—	—	3
Interest Rate Swap	—	—	—	—	—
Total Liabilities	\$ —	\$ 105	\$ —	\$ (100)	\$ 5

- (a) Our derivative assets and liabilities are presented in our Consolidated Condensed Balance Sheets on a net basis. We net derivative assets and liabilities, including cash collateral, when a legally enforceable master netting arrangement exists between the counterparty to a derivative contract and us. At December 29, 2012, and September 29, 2012, we had posted with various counterparties \$67 million and \$59 million, respectively, of cash collateral and held no cash collateral.

The following table provides a reconciliation between the beginning and ending balance of debt securities measured at fair value on a recurring basis in the table above that used significant unobservable inputs (Level 3) (in millions):

	Three Months Ended	
	December 29, 2012	December 31, 2011
Balance at beginning of year	\$ 86	\$ 83
Total realized and unrealized gains (losses):		
Included in earnings	—	1
Included in other comprehensive income (loss)	—	(2)
Purchases	3	6
Issuances	—	—
Settlements	(4)	(4)
Balance at end of period	\$ 85	\$ 84
Total gains (losses) for the three-month period included in earnings attributable to the change in unrealized gains (losses) relating to assets and liabilities still held at end of period	\$ —	\$ —

The following methods and assumptions were used to estimate the fair value of each class of financial instrument:

Derivative Assets and Liabilities: Our derivatives, including commodities, foreign exchange forward contracts and an interest rate swap, primarily include exchange-traded and over-the-counter contracts which are further described in Note 9: Derivative Financial Instruments. We record our commodity derivatives at fair value using quoted market prices adjusted for credit and non-performance risk and internal models that use as their basis readily observable market inputs including current and forward commodity market prices. Our foreign exchange forward contracts are recorded at fair value based on quoted prices and spot and forward currency prices adjusted for credit and non-performance risk. Our interest rate swap is recorded at fair value based on quoted LIBOR swap rates adjusted for credit and non-performance risk. We classify these instruments in Level 2 when quoted market prices can be corroborated utilizing observable current and forward commodity market prices on active exchanges, observable market transactions of spot currency rates and forward currency prices or observable benchmark market rates at commonly quoted intervals.

Available for Sale Securities: Our investments in marketable debt securities are classified as available-for-sale and are included in Other Assets in the Consolidated Condensed Balance Sheets. These investments, which are generally long-term in nature with maturities ranging up to 35 years, are reported at fair value based on pricing models and quoted market prices adjusted for credit and non-performance risk. We classify our investments in U.S. government and agency debt securities as Level 2 as fair value is generally estimated using discounted cash flow models that are primarily industry-standard models that consider various assumptions, including time value and yield curve as well as other readily available relevant economic measures. We classify certain corporate, asset-backed and other debt securities as Level 3 as there is limited activity or less observable inputs into valuation models, including current interest rates and estimated prepayment, default and recovery rates on the underlying portfolio or structured investment vehicle. We also classify privately held redeemable preferred stock securities as Level 3 as there is limited activity or less observable inputs into valuation models, including current interest rates and credit worthiness of the underlying private issuer. Significant changes to assumptions or unobservable inputs in the valuation of our Level 3 instruments would not have a significant impact to our consolidated financial statements.

Additionally, we have eight million shares of Syntroleum Corporation common stock and 4.25 million warrants, which expire in June 2015, to purchase an equivalent amount of Syntroleum Corporation common stock at an average price of \$2.87. We record the shares and warrants in Other Assets in the Consolidated Condensed Balance Sheets at fair value based on quoted market prices. We classify the shares as Level 1 as the fair value is based on unadjusted quoted prices available in active markets. We classify the warrants as Level 2 as fair value can be corroborated based on observable market data.

(in millions)	December 29, 2012			September 29, 2012		
	Amortized Cost Basis	Fair Value	Unrealized Gain/(Loss)	Amortized Cost Basis	Fair Value	Unrealized Gain/(Loss)
Available for Sale Securities:						
Debt Securities:						
U.S. Treasury and Agency	\$ 25	\$ 26	\$ 1	\$ 26	\$ 27	\$ 1
Corporate and Asset-Backed (a)	63	65	2	64	66	2
Redeemable Preferred Stock	20	20	—	20	20	—
Equity Securities:						
Common Stock and Warrants	9	3	(6)	9	7	(2)

- (a) At both December 29, 2012 , and September 29, 2012 , the amortized cost basis for Corporate and Asset-Backed debt securities had been reduced by accumulated other than temporary impairments of \$2 million .

Unrealized holding gains (losses), net of tax, are excluded from earnings and reported in OCI until the security is settled or sold. On a quarterly basis, we evaluate whether losses related to our available-for-sale securities are temporary in nature. Losses on equity securities are recognized in earnings if the decline in value is judged to be other than temporary. If losses related to our debt securities are determined to be other than temporary, the loss would be recognized in earnings if we intend, or more likely than not will be required, to sell the security prior to recovery. For debt securities in which we have the intent and ability to hold until maturity, losses determined to be other than temporary would remain in OCI, other than expected credit losses which are recognized in earnings. We consider many factors in determining whether a loss is temporary, including the length of time and extent to which the fair value has been below cost, the financial condition and near-term prospects of the issuer and our ability and intent to hold the investment for a period of time sufficient to allow for any anticipated recovery. We recognized no other than temporary impairments in earnings for the three months ending December 29, 2012 , and December 31, 2011 . No other than temporary losses were deferred in OCI as of December 29, 2012 , and September 29, 2012 .

Deferred Compensation Assets: We maintain non-qualified deferred compensation plans for certain executives and other highly compensated employees. Investments are maintained within a trust and include money market funds, mutual funds and life insurance policies. The cash surrender value of the life insurance policies is invested primarily in mutual funds. The investments are recorded at fair value based on quoted market prices and are included in Other Assets in the Consolidated Condensed Balance Sheets. We classify the investments which have observable market prices in active markets in Level 1 as these are generally publicly-traded mutual funds. The remaining deferred compensation assets are classified in Level 2, as fair value can be corroborated based on observable market data. Realized and unrealized gains (losses) on deferred compensation are included in earnings.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

In addition to assets and liabilities that are recorded at fair value on a recurring basis, we record assets and liabilities at fair value on a nonrecurring basis. Generally, assets are recorded at fair value on a nonrecurring basis as a result of impairment charges. We did not have any significant measurements of assets or liabilities at fair value on a nonrecurring basis subsequent to their initial recognition during the three months ended December 29, 2012 , and December 31, 2011 .

Other Financial Instruments

Fair value of our debt is principally estimated using Level 2 inputs based on quoted prices for those or similar instruments. Fair value and carrying value for our debt are as follows (in millions):

	December 29, 2012		September 29, 2012	
	Fair Value	Carrying Value	Fair Value	Carrying Value
Total Debt	\$ 2,606	\$ 2,426	\$ 2,596	\$ 2,432

NOTE 11: OTHER COMPREHENSIVE INCOME

The before and after tax changes in the components of other comprehensive income (loss) are as follows (in millions):

	Three Months Ended					
	December 29, 2012			December 31, 2011		
	Before Tax	Tax	After Tax	Before Tax	Tax	After Tax
Derivatives accounted for as cash flow hedges:						
(Gain) loss reclassified to Cost of Sales	\$ (4)	\$ 2	\$ (2)	\$ 6	\$ (2)	\$ 4
(Gain) loss reclassified to Other Income/Expense	2	(1)	1	(5)	2	(3)
Unrealized gain (loss)	(13)	5	(8)	(3)	1	(2)
Investments:						
Unrealized gain (loss)	(4)	2	(2)	2	(1)	1
Currency translation:						
Translation adjustment	(1)	—	(1)	3	—	3
Postretirement benefits	1	—	1	1	—	1
Total Other Comprehensive Income (Loss)	\$ (19)	\$ 8	\$ (11)	\$ 4	\$ —	\$ 4

NOTE 12: SEGMENT REPORTING

We operate in four segments: Chicken, Beef, Pork and Prepared Foods. We measure segment profit as operating income (loss).

Chicken: Chicken operations include breeding and raising chickens, as well as processing live chickens into fresh, frozen and value-added chicken products and logistics operations to move products through the supply chain. Products are marketed domestically to food retailers, foodservice distributors, restaurant operators, hotel chains and noncommercial foodservice establishments such as schools, healthcare facilities, the military and other food processors, as well as to international markets. It also includes sales from allied products and our chicken breeding stock subsidiary.

Beef: Beef operations include processing live fed cattle and fabricating dressed beef carcasses into primal and sub-primal meat cuts and case-ready products. This segment also includes sales from allied products such as hides and variety meats, as well as logistics operations to move products through the supply chain. Products are marketed domestically to food retailers, foodservice distributors, restaurant operators, hotel chains and noncommercial foodservice establishments such as schools, healthcare facilities, the military and other food processors, as well as to international markets. Allied products are marketed to manufacturers of pharmaceuticals and technical products.

Pork: Pork operations include processing live market hogs and fabricating pork carcasses into primal and sub-primal cuts and case-ready products. This segment also includes our live swine group, related allied product processing activities and logistics operations to move products through the supply chain. Products are marketed domestically to food retailers, foodservice distributors, restaurant operators, hotel chains and noncommercial foodservice establishments such as schools, healthcare facilities, the military and other food processors, as well as to international markets. We sell allied products to pharmaceutical and technical products manufacturers, as well as a limited number of live swine to pork processors.

Prepared Foods: Prepared Foods operations include manufacturing and marketing frozen and refrigerated food products and logistics operations to move products through the supply chain. Products include pepperoni, bacon, beef and pork pizza toppings, pizza crusts, flour and corn tortilla products, appetizers, prepared meals, ethnic foods, soups, sauces, side dishes, meat dishes and processed meats. Products are marketed domestically to food retailers, foodservice distributors, restaurant operators, hotel chains and noncommercial foodservice establishments such as schools, healthcare facilities, the military and other food processors, as well as to international markets.

The results from Dynamic Fuels are included in Other.

Information on segments and a reconciliation to income before income taxes are as follows (in millions):

	Three Months Ended	
	December 29, 2012	December 31, 2011
Sales:		
Chicken	\$ 2,956	\$ 2,762
Beef	3,485	3,467
Pork	1,363	1,475
Prepared Foods	841	861
Other	20	54
Intersegment Sales	(263)	(290)
Total Sales	\$ 8,402	\$ 8,329
Operating Income (Loss):		
Chicken	\$ 107	\$ 32
Beef	46	31
Pork	125	165
Prepared Foods	33	51
Other	(11)	(1)
Total Operating Income	300	278
Total Other (Income) Expense	36	35
Income before Income Taxes	\$ 264	\$ 243

The Beef segment had sales of \$43 million and \$64 million in the first quarter of fiscal years 2013 and 2012, respectively, from transactions with other operating segments of the Company and Dynamic Fuels. The Pork segment had sales of \$220 million and \$226 million in the first quarter of fiscal years 2013 and 2012, respectively, from transactions with other operating segments of the Company. The aforementioned sales from intersegment transactions, which were at market prices, were included in the segment sales in the above table.

NOTE 13: COMMITMENTS AND CONTINGENCIES

Commitments

We guarantee obligations of certain outside third parties, which consist primarily of a lease and grower loans, which are substantially collateralized by the underlying assets. Terms of the underlying debt cover periods up to ten years, and the maximum potential amount of future payments as of December 29, 2012, was \$71 million. We also maintain operating leases for various types of equipment, some of which contain residual value guarantees for the market value of the underlying leased assets at the end of the term of the lease. The remaining terms of the lease maturities cover periods over the next seven years. The maximum potential amount of the residual value guarantees is \$56 million, of which \$50 million could be recoverable through various recourse provisions and an additional undeterminable recoverable amount based on the fair value of the underlying leased assets. The likelihood of material payments under these guarantees is not considered probable. At December 29, 2012, and September 29, 2012, no material liabilities for guarantees were recorded.

We have cash flow assistance programs in which certain livestock suppliers participate. Under these programs, we pay an amount for livestock equivalent to a standard cost to grow such livestock during periods of low market sales prices. The amounts of such payments that are in excess of the market sales price are recorded as receivables and accrue interest. Participating suppliers are obligated to repay these receivables balances when market sales prices exceed this standard cost, or upon termination of the agreement. Our maximum obligation associated with these programs is limited to the fair value of each participating livestock supplier's net tangible assets. The potential maximum obligation as of December 29, 2012, was approximately \$290 million. The total receivables under these programs were \$39 million and \$25 million at December 29, 2012, and September 29, 2012, respectively, and are included, net of allowance for uncollectible amounts, in Accounts Receivable at December 29, 2012, and September 29, 2012, in our Consolidated Condensed Balance Sheets. Even though these programs are limited to the net tangible assets of the participating livestock suppliers, we also manage a portion of our credit risk associated with these programs by obtaining security interests in livestock suppliers' assets. After analyzing residual credit risks and general market conditions, we have recorded an allowance for these programs' estimated uncollectible receivables of \$13 million and \$10 million at December 29, 2012, and September 29, 2012, respectively.

Contingencies

We are involved in various claims and legal proceedings. We routinely assess the likelihood of adverse judgments or outcomes to those matters, as well as ranges of probable losses, to the extent losses are reasonably estimable. We record accruals for such matters to the extent that we conclude a loss is probable and the financial impact, should an adverse outcome occur, is reasonably estimable. Such accruals are reflected in the Company's consolidated condensed financial statements. In our opinion, we have made appropriate and adequate accruals for these matters and believe the probability of a material loss beyond the amounts accrued to be remote; however, the ultimate liability for these matters is uncertain, and if accruals are not adequate, an adverse outcome could have a material effect on the consolidated condensed financial condition or results of operations. Listed below are certain claims made against the Company and/or our subsidiaries for which the potential exposure is considered material to the Company's consolidated condensed financial statements. We believe we have substantial defenses to the claims made and intend to vigorously defend these matters.

We have pending against us a lawsuit styled *DeAsencio v. Tyson Foods, Inc.* (E. Dist. Pennsylvania, August 22, 2000) in which the plaintiffs allege that we failed to compensate certain poultry plant employees for the time it takes to engage in pre- and post-shift activities such as changing into and out of protective and sanitary clothing and walking to and from the changing area, work areas and break areas in violation of the Federal Labor Standards Act (FLSA). They seek back wages, liquidated damages, pre- and post-judgment interest, and attorneys' fees. Plaintiffs appealed a jury verdict and final judgment entered in our favor on June 22, 2006. On September 7, 2007, the U.S. Court of Appeals for the Third Circuit reversed the jury verdict and remanded the case to the District Court for further proceedings. We sought rehearing en banc, which was denied by the Court of Appeals on October 5, 2007. The United States Supreme Court denied our petition for a writ of certiorari on June 9, 2008. The new trial date has not been set.

We have pending eleven separate wage and hour actions involving Tyson Fresh Meats Inc.'s plants located in Garden City and Emporia, Kansas (*Garcia, et al. v. Tyson Foods, Inc., Tyson Fresh Meats, Inc., D. Kansas, May 15, 2006*), Storm Lake, Iowa (*Bouaphakeo (f/k/a Sharp), et al. v. Tyson Foods, Inc., N.D. Iowa, February 6, 2007*), Columbus Junction, Iowa (*Guyton (f/k/a Robinson), et al. v. Tyson Foods, Inc., d.b.a Tyson Fresh Meats, Inc., S.D. Iowa, September 12, 2007*), Joslin, Illinois (*Murray, et al. v. Tyson Foods, Inc., C.D. Illinois, January 2, 2008*; and *DeVoss v. Tyson Foods, Inc. d.b.a. Tyson Fresh Meats, C.D. Illinois, March 2, 2011*), Dakota City, Nebraska (*Gomez, et al. v. Tyson Foods, Inc., D. Nebraska, January 16, 2008*), Madison, Nebraska (*Acosta, et al. v Tyson Foods, Inc. d.b.a Tyson Fresh Meats, Inc., D. Nebraska, February 29, 2008*), Perry and Waterloo, Iowa (*Edwards, et al. v. Tyson Foods, Inc. d.b.a Tyson Fresh Meats, Inc., S.D. Iowa, March 20, 2008*); Council Bluffs, Iowa (*Maxwell (f/k/a Salazar), et al. v. Tyson Foods, Inc. d.b.a Tyson Fresh Meats, Inc., S.D. Iowa, April 29, 2008*); Logansport, Indiana (*Carter, et al. v. Tyson Foods, Inc. and Tyson Fresh Meats, Inc., N.D. Indiana, April 29, 2008*); and Goodlettsville, Tennessee (*Abadeer v. Tyson Foods, Inc., and Tyson Fresh Meats, Inc., M.D. Tennessee, February 6, 2009*). The actions allege we failed to pay employees for all hours worked, including overtime compensation for the time it takes to change into protective work uniforms, safety equipment and other sanitary and protective clothing worn by employees, and for walking to and from the changing area, work areas and break areas in violation of the FLSA and analogous state laws. The plaintiffs seek back wages, liquidated damages, pre- and post-judgment interest, attorneys' fees and costs. Each case is proceeding in its jurisdiction.

- After a trial in the Garcia case, which involved the Garden City, Kansas facility, a jury verdict in favor of the plaintiffs was entered on March 17, 2011. Exclusive of pre- and post-judgment interest, attorneys' fees and costs, the jury found violations of federal and state laws for pre- and post-shift work activities and awarded damages in the amount of \$503,011. Plaintiffs' counsel filed an application for attorneys' fees and expenses which we contested. On December 7, 2012, the court granted plaintiffs' application and awarded a total of \$3,609,723. We filed an appeal with the Tenth Circuit Court of Appeals on December 27, 2012.
- A jury trial was held in the Bouaphakeo case, which involved the Storm Lake, Iowa pork plant and resulted in a jury verdict in favor of the plaintiffs for violations of federal and state laws for pre- and post-shift work activities. The trial court also awarded the plaintiffs liquidated damages, resulting in total damages awarded in the amount of \$5,784,758. We have appealed the jury's verdict and trial court's award. The plaintiffs' counsel has also filed an application for attorneys' fees and expenses in the amount of \$2,692,145.
- A jury trial was held in the Guyton case, which involved the Columbus Junction, Iowa pork plant, and resulted in a jury verdict in favor of Tyson on April 25, 2012. The plaintiffs filed a post-trial motion, which remains pending in the trial court.
- The Maxwell case has been resolved by the parties, and the parties filed a joint motion for approval of the terms of settlement with the trial court on October 31, 2012, which the trial court has preliminarily approved.
- A bench trial in the Acosta case began January 22, 2013.
- The Gomez case is scheduled for trial on March 18, 2013. The trial court in the Edwards case, which involves the Perry and Waterloo, Iowa facilities, split the case into two trials. The trial involving the Perry facility is scheduled to begin October 7, 2013, and the trial involving the Waterloo facility is scheduled to begin December 9, 2013.

We have pending one wage and hour action involving our Tyson Prepared Foods plant located in Jefferson, Wisconsin (Weissman, et al. v. Tyson Prepared Foods, Inc., Jefferson County (Wisconsin) Circuit Court, October 20, 2010). The plaintiffs allege that employees should be paid for the time it takes to engage in pre- and post-shift activities such as changing into and out of protective and sanitary clothing and the associated time it takes to walk to and from their workstations post-doffing and pre-doffing of protective and sanitary clothing. Six named plaintiffs seek to act as state law class representatives on behalf of all current and former employees who were allegedly not paid for time worked and seek back wages, liquidated damages, pre- and post-judgment interest, and attorneys' fees and costs. On May 16, 2011, the plaintiffs filed a motion to certify a state law class of all hourly employees who have worked at the Jefferson plant from October 20, 2008, to the present. We have filed motions for summary judgment seeking dismissal of the claims, or, in the alternative, to limit the claims made for non-compensable clothes changing activities. The court granted summary judgment in favor of Tyson on August 31, 2012, and the plaintiffs filed a notice of appeal on October 5, 2012.

On June 19, 2005, the Attorney General and the Secretary of the Environment of the State of Oklahoma filed a complaint in the U.S. District Court for the Northern District of Oklahoma against us, three of our subsidiaries and six other poultry integrators. The complaint, which was subsequently amended, asserts a number of state and federal causes of action including, but not limited to, counts under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), and state-law public nuisance theories. The amended complaint asserts that defendants and certain contract growers who are not named in the amended complaint polluted the surface waters, groundwater and associated drinking water supplies of the Illinois River Watershed (IRW) through the land application of poultry litter. Oklahoma asserts that this alleged pollution has also caused extensive injury to the environment (including soils and sediments) of the IRW and that the defendants have been unjustly enriched. Oklahoma's claims cover the entire IRW, which encompasses more than one million acres of land and the natural resources (including lakes and waterways) contained therein. Oklahoma seeks wide-ranging relief, including injunctive relief, compensatory damages in excess of \$800 million, an unspecified amount in punitive damages and attorneys' fees. We and the other defendants have denied liability, asserted various defenses, and filed a third-party complaint that asserts claims against other persons and entities whose activities may have contributed to the pollution alleged in the amended complaint. The district court has stayed proceedings on the third party complaint pending resolution of Oklahoma's claims against the defendants. On October 31, 2008, the defendants filed a motion to dismiss for failure to join the Cherokee Nation as a required party or, in the alternative, for judgment as a matter of law based on the plaintiffs' lack of standing. This motion was granted in part and denied in part on July 22, 2009. In its ruling, the district court dismissed Oklahoma's claims for cost recovery and for natural resources damages under CERCLA and for unjust enrichment under Oklahoma common law. This ruling also narrowed the scope of Oklahoma's remaining claims by dismissing all damage claims under its causes of action for Oklahoma common law nuisance, federal common law nuisance, and Oklahoma common law trespass, leaving only its claims for injunctive relief for trial. On August 18, 2009, the Court granted partial summary judgment in favor of the defendants on Oklahoma's claims for violations of the Oklahoma Registered Poultry Feeding Operations Act. Oklahoma later voluntarily dismissed the remainder of this claim. On September 2, 2009, the Cherokee Nation filed a motion to intervene in the lawsuit. Its motion to intervene was denied on September 15, 2009, and the Cherokee Nation filed a notice of appeal of that ruling in the Tenth Circuit Court of Appeals on September 17, 2009. A non-jury trial of the case began on September 24, 2009. At the close of Oklahoma's case-in-chief, the Court granted the defendants' motions to dismiss claims based on RCRA, nuisance per se, and health risks related to bacteria. The defense rested its case on January 13, 2010, and closing arguments were held on February 11, 2010. On September 21, 2010, the Court of Appeals affirmed the district court's denial of the Cherokee Nation's motion to intervene. On October 6, 2010, the Cherokee Nation and the State of Oklahoma filed a petition for rehearing or *en banc* review seeking reconsideration of this ruling. The Court of Appeals denied this petition. The district court has not yet rendered its decision from the trial, which ended in February 2010.

On May 8, 2008, a lawsuit was filed against the Company and two of our employees in the District Court of McCurtain County, Oklahoma styled *Armstrong, et al. v. Tyson Foods, Inc., et al.* (the Armstrong Case). The lawsuit was brought by a group of 52 poultry growers who allege that certain of our live production practices in Oklahoma constitute fraudulent inducement, fraud, unjust enrichment, negligence, gross negligence, unconscionability, violations of the Oklahoma Business Sales Act, Deceptive Trade Practice violations, violations of the Consumer Protection Act, and conversion, as well as other theories of recovery. The plaintiffs sought damages in an unspecified amount. On October 30, 2009, 20 additional growers represented by the same attorney filed a lawsuit against us in the same court asserting the same or similar claims, which is styled *Clardy, et al. v. Tyson Foods, Inc., et al.* (the Clardy Case). In both of these cases we have denied all allegations of wrongdoing. In June 2009, the plaintiffs in the Armstrong case requested an expedited trial date for a smaller group of plaintiffs they claimed were facing imminent financial peril. The Court ultimately severed a group of 10 plaintiffs from the Armstrong Case, and a trial began on March 15, 2010. On April 1, 2010, the jury returned a verdict against us and one of our employees, and on April 2, 2010, the Court entered a judgment in the amount of \$8,655,735, which included punitive damages. Subsequent to the trial, the presiding judge disqualified from the cases and the Oklahoma Supreme Court appointed a new judge to the cases. Following this appointment, the trial court granted our motions for change of venue and to stay all future trials of plaintiffs in the Armstrong Case and the Clardy Case pending the outcome of our appeal of the initial Armstrong Case verdict. The trial court took under advisement the sizes of groupings of plaintiffs in future trials in response to our motion to sever the plaintiffs' claims into individual cases. We appealed the initial Armstrong Case verdict to the Oklahoma Supreme Court based on numerous irregularities and rulings during the trial, and the Oklahoma Supreme Court reversed the verdict and remanded the case back to the trial court. At this time, new trial dates in the Armstrong Case have not been scheduled, nor have trial dates for the Clardy Case.

In late 2010, the United States Environmental Protection Agency (EPA) Region 7 began a Clean Air Act investigation of the Company related to operation and maintenance of ammonia refrigeration equipment at multiple facilities. The EPA subsequently referred the matter, which involves allegations of potential non-compliance with the Clean Air Act's Risk Management Plan requirements at 25 Tyson facilities in Kansas, Missouri, Iowa and Nebraska, to the United States Department of Justice (DOJ). The EPA and DOJ have indicated they will seek monetary penalties and injunctive relief requiring equipment and infrastructure changes at several facilities. Currently we are engaged in settlement discussions with the EPA and DOJ.

NOTE 14: CONDENSED CONSOLIDATING FINANCIAL STATEMENTS

TFM Parent, our wholly-owned subsidiary, has fully and unconditionally guaranteed the 2016 Notes. Additionally, TFM Parent has fully and unconditionally guaranteed the 2022 Notes until such date TFM Parent has been released of its guarantee of both (i) Tyson's \$1.0 billion revolving credit facility and (ii) the 2016 Notes, at which time TFM Parent's guarantee of the 2022 Notes is permanently released. The following financial information presents condensed consolidating financial statements, which include Tyson Foods, Inc. (TFI Parent); TFM Parent; the Non-Guarantors Subsidiaries (Non-Guarantors) on a combined basis; the elimination entries necessary to consolidate TFI Parent, TFM Parent and the Non-Guarantors; and Tyson Foods, Inc. on a consolidated basis, and is provided as an alternative to providing separate financial statements for the guarantor. This presentation has been revised from the financial presentation disclosed in periods prior to September 29, 2012, to reflect changes in the subsidiary guarantees associated with the permanent release of certain subsidiary guarantors upon the retirement of the 10.50% Senior Notes due 2014.

Condensed Consolidating Statement of Income and Comprehensive Income for the three months ended December 29, 2012						in millions
	TFI Parent	TFM Parent	Non- Guarantors	Eliminations	Total	
Sales	\$ 75	\$ 4,750	\$ 3,904	\$ (327)	\$ 8,402	
Cost of Sales	16	4,538	3,638	(327)	7,865	
Gross Profit	59	212	266	—	537	
Selling, General and Administrative	20	52	165	—	237	
Operating Income	39	160	101	—	300	
Other (Income) Expense:						
Interest expense, net	8	16	12	—	36	
Other, net	—	—	—	—	—	
Equity in net earnings of subsidiaries	(149)	(24)	—	173	—	
Total Other (Income) Expense	(141)	(8)	12	173	36	
Income (Loss) before Income Taxes	180	168	89	(173)	264	
Income Tax Expense	7	51	38	—	96	
Net Income (Loss)	173	117	51	(173)	168	
Less: Net Loss Attributable to Noncontrolling Interest	—	—	(5)	—	(5)	
Net Income (Loss) Attributable to Tyson	173	117	56	(173)	173	
Comprehensive Income	157	121	50	(171)	157	
Less: Comprehensive Loss Attributable to Noncontrolling Interest	—	—	(5)	—	(5)	
Comprehensive Income Attributable to Tyson	\$ 157	\$ 121	\$ 55	\$ (171)	\$ 162	

Condensed Consolidating Statement of Income and Comprehensive Income for the three months ended December 31, 2011

in millions

	TFI Parent	TFM Parent	Non- Guarantors	Eliminations	Total
Sales	\$ 52	\$ 4,841	\$ 3,761	\$ (325)	\$ 8,329
Cost of Sales	8	4,642	3,511	(325)	7,836
Gross Profit	44	199	250	—	493
Selling, General and Administrative	12	50	153	—	215
Operating Income	32	149	97	—	278
Other (Income) Expense:					
Interest expense, net	(13)	32	28	—	47
Other, net	1	—	(13)	—	(12)
Equity in net earnings of subsidiaries	(127)	(26)	—	153	—
Total Other (Income) Expense	(139)	6	15	153	35
Income (Loss) before Income Taxes	171	143	82	(153)	243
Income Tax (Benefit) Expense	15	40	32	—	87
Net Income (Loss)	156	103	50	(153)	156
Less: Net Loss Attributable to Noncontrolling Interest	—	—	—	—	—
Net Income (Loss) Attributable to Tyson	156	103	50	(153)	156
Comprehensive Income	160	100	51	(151)	160
Less: Comprehensive Loss Attributable to Noncontrolling Interest	—	—	—	—	—
Comprehensive Income Attributable to Tyson	\$ 160	\$ 100	\$ 51	\$ (151)	\$ 160

Condensed Consolidating Balance Sheet as of December 29, 2012

in millions

	TFI Parent	TFM Parent	Non- Guarantors	Eliminations	Total
Assets					
Current Assets:					
Cash and cash equivalents	\$ —	\$ 20	\$ 931	\$ —	\$ 951
Accounts receivable, net	1	514	850	—	1,365
Inventories	1	1,005	1,926	—	2,932
Other current assets	115	63	128	(167)	139
Total Current Assets	117	1,602	3,835	(167)	5,387
Net Property, Plant and Equipment	32	871	3,140	—	4,043
Goodwill	—	881	1,010	—	1,891
Intangible Assets	—	25	101	—	126
Other Assets	1,233	147	231	(1,184)	427
Investment in Subsidiaries	11,525	2,075	—	(13,600)	—
Total Assets	\$ 12,907	\$ 5,601	\$ 8,317	\$ (14,951)	\$ 11,874

Liabilities and Shareholders' Equity

Current Liabilities:

Current debt	\$ 446	\$ —	\$ 145	\$ (72)	\$ 519
Accounts payable	28	697	710	—	1,435
Other current liabilities	4,460	166	755	(4,489)	892
Total Current Liabilities	4,934	863	1,610	(4,561)	2,846
Long-Term Debt	1,769	809	458	(1,129)	1,907
Deferred Income Taxes	—	130	420	(14)	536
Other Liabilities	170	133	265	(41)	527
Total Tyson Shareholders' Equity	6,034	3,666	5,540	(9,206)	6,034
Noncontrolling Interest	—	—	24	—	24
Total Shareholders' Equity	6,034	3,666	5,564	(9,206)	6,058
Total Liabilities and Shareholders' Equity	\$ 12,907	\$ 5,601	\$ 8,317	\$ (14,951)	\$ 11,874

Condensed Consolidating Balance Sheet as of September 29, 2012

in millions

	TFI Parent	TFM Parent	Non- Guarantors	Eliminations	Total
Assets					
Current Assets:					
Cash and cash equivalents	\$ 1	\$ 9	\$ 1,061	\$ —	\$ 1,071
Accounts receivable, net	1	499	878	—	1,378
Inventories	—	950	1,859	—	2,809
Other current assets	139	100	90	(184)	145
Total Current Assets	141	1,558	3,888	(184)	5,403
Net Property, Plant and Equipment	31	873	3,118	—	4,022
Goodwill	—	881	1,010	—	1,891
Intangible Assets	—	26	103	—	129
Other Assets	1,257	151	251	(1,208)	451
Investment in Subsidiaries	11,849	2,005	—	(13,854)	—
Total Assets	\$ 13,278	\$ 5,494	\$ 8,370	\$ (15,246)	\$ 11,896

Liabilities and Shareholders' Equity

Current Liabilities:

Current debt	\$ 439	\$ —	\$ 167	\$ (91)	\$ 515
Accounts payable	10	558	804	—	1,372
Other current liabilities	4,887	144	766	(4,854)	943
Total Current Liabilities	5,336	702	1,737	(4,945)	2,830
Long-Term Debt	1,774	809	486	(1,152)	1,917
Deferred Income Taxes	—	135	432	(9)	558
Other Liabilities	156	146	294	(47)	549
Total Tyson Shareholders' Equity	6,012	3,702	5,391	(9,093)	6,012
Noncontrolling Interest	—	—	30	—	30
Total Shareholders' Equity	6,012	3,702	5,421	(9,093)	6,042
Total Liabilities and Shareholders' Equity	\$ 13,278	\$ 5,494	\$ 8,370	\$ (15,246)	\$ 11,896

Condensed Consolidating Statement of Cash Flows for the three months ended December 29, 2012 in millions

	TFI Parent	TFM Parent	Non- Guarantors	Eliminations	Total
Cash Provided by (Used for) Operating Activities	\$ 21	\$ 234	\$ (65)	\$ —	\$ 190
Cash Flows from Investing Activities:					
Additions to property, plant and equipment	(2)	(24)	(131)	—	(157)
Proceeds from marketable securities, net	—	—	1	—	1
Other, net	—	—	4	—	4
Cash Provided by (Used for) Investing Activities	(2)	(24)	(126)	—	(152)
Cash Flows from Financing Activities:					
Net change in debt	—	—	(11)	—	(11)
Purchases of Tyson Class A common stock	(115)	—	—	—	(115)
Dividends	(53)	—	—	—	(53)
Other, net	22	—	(1)	—	21
Net change in intercompany balances	126	(199)	73	—	—
Cash Provided by (Used for) Financing Activities	(20)	(199)	61	—	(158)
Effect of Exchange Rate Change on Cash	—	—	—	—	—
Increase (Decrease) in Cash and Cash Equivalents	(1)	11	(130)	—	(120)
Cash and Cash Equivalents at Beginning of Year	1	9	1,061	—	1,071
Cash and Cash Equivalents at End of Period	\$ —	\$ 20	\$ 931	\$ —	\$ 951

Condensed Consolidating Statement of Cash Flows for the three months ended December 31, 2011 in millions

	TFI Parent	TFM Parent	Non- Guarantors	Eliminations	Total
Cash Provided by (Used for) Operating Activities	\$ 59	\$ 332	\$ (53)	\$ —	\$ 338
Cash Flows from Investing Activities:					
Additions to property, plant and equipment	—	(25)	(157)	—	(182)
Proceeds from marketable securities, net	—	2	1	—	3
Other, net	2	2	(1)	—	3
Cash Provided by (Used for) Investing Activities	2	(21)	(157)	—	(176)
Cash Flows from Financing Activities:					
Net change in debt	(1)	—	21	—	20
Purchases of Tyson Class A common stock	(50)	—	—	—	(50)
Dividends	(15)	—	—	—	(15)
Other, net	22	—	—	—	22
Net change in intercompany balances	(18)	(310)	328	—	—
Cash Provided by (Used for) Financing Activities	(62)	(310)	349	—	(23)
Effect of Exchange Rate Change on Cash	—	—	2	—	2
Increase (Decrease) in Cash and Cash Equivalents	(1)	1	141	—	141
Cash and Cash Equivalents at Beginning of Year	1	1	714	—	716
Cash and Cash Equivalents at End of Period	\$ —	\$ 2	\$ 855	\$ —	\$ 857

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations**RESULTS OF OPERATIONS****Description of the Company**

We are one of the world’s largest meat protein companies and the second-largest food production company in the *Fortune 500* with one of the most recognized brand names in the food industry. We produce, distribute and market chicken, beef, pork, prepared foods and related allied products. Our operations are conducted in four segments: Chicken, Beef, Pork and Prepared Foods. Some of the key factors influencing our business are customer demand for our products; the ability to maintain and grow relationships with customers and introduce new and innovative products to the marketplace; accessibility of international markets; market prices for our products; the cost of live cattle and hogs, raw materials and feed; and operating efficiencies of our facilities.

Overview

- General – As a result of continued focus on internal performance and balancing our supply with customer demand, operating results remained strong in the first quarter of fiscal 2013, despite increased input costs and challenging market conditions across most of our operating segments.
 - We continued to execute our strategy of accelerating growth in international poultry and domestic value-added products, innovating products, processes and analytics and cultivating our team members.
 - We also maintained focus on maximizing our margins through margin management and operational efficiency improvements. Margin management improvements occurred in the areas of mix, export sales, price optimization and value-added products initiatives. The operational efficiencies occurred in areas of yields, chicken live performance, cost reduction and labor management.
 - Market environment – Our Chicken segment experienced increased feed costs but was able to offset the impact with operational, mix and price improvements. Despite reduced domestic demand for beef products and increased costs for fed cattle, our Beef segment remained profitable, primarily as a result of balancing our supply with customer demand. Pork segment results remained strong due to greater availability of live hogs which drove down livestock costs. Our Prepared Foods segment was challenged by product mix and additional costs incurred as we invested in our lunchmeat business.
- Our total operating margins were 3.6% in the first quarter of fiscal 2013 . The following is a summary of operating margins by segment:
 - Chicken – 3.6%
 - Beef – 1.3%
 - Pork – 9.2%
 - Prepared Foods – 3.9%
- Debt and Liquidity – During the first quarter of fiscal 2013, we generated \$190 million of operating cash flows. Additionally, we repurchased, as part of our share repurchase program, 5.1 million shares of our stock for \$100 million . At December 29, 2012 , we had approximately \$1.9 billion of liquidity, which includes availability under our credit facility and \$951 million of cash and cash equivalents.

in millions, except per share data

	Three Months Ended	
	December 29, 2012	December 31, 2011
Net income attributable to Tyson	\$ 173	\$ 156
Net income attributable to Tyson – per diluted share	0.48	0.42

Summary of Results**Sales**

in millions	Three Months Ended	
	December 29, 2012	December 31, 2011
Sales	\$ 8,402	\$ 8,329
Change in sales volume	(3.3)%	
Change in average sales price	4.7 %	
Sales growth	0.9 %	

First quarter – Fiscal 2013 vs Fiscal 2012

- Average Sales Price – Sales were positively impacted by higher average sales prices, which accounted for an increase of \$465 million. The Chicken and Beef segments experienced increased average sales prices, largely due to continued tight domestic availability of protein and increased live and raw material costs, partially offset by decreases in average sales prices in the Pork and Prepared Foods segments which were driven by lower live and raw material costs.
- Sales Volume – Sales were negatively impacted by lower sales volume, which accounted for a decrease of \$392 million. All segments, with the exception of the Prepared Foods segment, had a decrease in sales volume, with the majority of the decrease in the Beef segment.

Cost of Sales

in millions	Three Months Ended	
	December 29, 2012	December 31, 2011
Cost of sales	\$ 7,865	\$ 7,836
Gross margin	\$ 537	\$ 493
Cost of sales as a percentage of sales	93.6%	94.1%

First quarter – Fiscal 2013 vs Fiscal 2012

- Cost of sales increased \$29 million. Higher input cost per pound increased cost of sales \$299 million, while lower sales volume decreased cost of sales \$270 million.
 - The \$299 million impact of higher input cost per pound was primarily driven by:
 - Increase in live cattle costs of \$153 million, partially offset by a decrease in live hog costs of \$62 million.
 - Increase in feed costs of \$170 million in our Chicken segment.
 - The \$270 million impact of lower sales volume was driven by decreases in sales volume in our Chicken, Beef and Pork segments, partially offset by an increase in sales volume in our Prepared Foods segment.

Selling, General and Administrative

in millions	Three Months Ended	
	December 29, 2012	December 31, 2011
Selling, general and administrative expense	\$ 237	\$ 215
As a percentage of sales	2.8%	2.6%

First quarter – Fiscal 2013 vs Fiscal 2012

- Increase of \$11 million related to employee costs including payroll and stock-based and incentive-based compensation.
- Increase of \$6 million related to reduced investment returns on deferred compensation plans.
- Increase of \$5 million primarily related to advertising, professional fees and sales promotions.

Interest Expense

in millions	Three Months Ended	
	December 29, 2012	December 31, 2011
Cash interest expense	\$ 30	\$ 40
Non-cash interest expense	7	9
Total Interest Expense	\$ 37	\$ 49

First quarter – Fiscal 2013 vs Fiscal 2012

- Cash interest expense includes interest expense related to the coupon rates for senior notes and commitment/letter of credit fees incurred on our revolving credit facilities. The decrease is due to lower average coupon rates compared to fiscal 2012.
- Non-cash interest expense primarily includes interest related to the amortization of debt issuance costs and discounts/premiums on note issuances.

Other (Income) Expense, net

in millions	Three Months Ended	
	December 29, 2012	December 31, 2011
	\$ —	\$ (12)

First quarter of fiscal 2013

- Includes \$3 million of equity earnings in joint ventures offset by \$3 million in net foreign currency exchange losses.

First quarter of fiscal 2012

- Includes \$6 million of equity earnings in joint ventures and \$5 million in net foreign currency exchange gains.

Effective Tax Rate

	Three Months Ended	
	December 29, 2012	December 31, 2011
	36.3%	35.8%

First quarter of fiscal 2013 – The effective tax rate was impacted by:

- state income taxes;
- the domestic production deduction; and
- losses in foreign jurisdictions and related valuation allowances.

First quarter of fiscal 2012 – The effective tax rate was impacted by:

- the domestic production deduction; and
- state income taxes.

Segment Results

We operate in four segments: Chicken, Beef, Pork and Prepared Foods. The following table is a summary of sales and operating income (loss), which is how we measure segment income.

in millions	Sales	
	Three Months Ended	
	December 29, 2012	December 31, 2011
Chicken	\$ 2,956	\$ 2,762
Beef	3,485	3,467
Pork	1,363	1,475
Prepared Foods	841	861
Other	20	54
Intersegment Sales	(263)	(290)
Total	\$ 8,402	\$ 8,329

in millions	Operating Income (Loss)	
	Three Months Ended	
	December 29, 2012	December 31, 2011
Chicken	\$ 107	\$ 32
Beef	46	31
Pork	125	165
Prepared Foods	33	51
Other	(11)	(1)
Total	\$ 300	\$ 278

Chicken Segment Results

in millions	Three Months Ended		
	December 29, 2012	December 31, 2011	Change
Sales	\$ 2,956	\$ 2,762	\$ 194
Sales Volume Change			(1.1)%
Average Sales Price Change			8.2 %
Operating Income	\$ 107	\$ 32	\$ 75
Operating Margin	3.6%	1.2%	

First quarter – Fiscal 2013 vs Fiscal 2012

- Sales and Operating Income –
 - Sales Volume – Despite increased domestic and international production, total sales volumes decreased in the first quarter of fiscal 2013 due to reduced open-market meat purchases, planned inventory build to meet forecasted customer demand and mix of rendered product sales.
 - Average Sales Price – The increase in average sales price is primarily due to mix changes and price increases associated with increased input costs. Since many of our sales contracts are formula based or shorter-term in nature, we were able to offset rising input costs through improved pricing and mix.
 - Operating Income – Operating income was positively impacted by increases in average sales price, improved live performance and operational improvements. These increases were partially offset by increased feed costs of \$170 million.

Beef Segment Results

in millions	Three Months Ended		
	December 29, 2012	December 31, 2011	Change
Sales	\$ 3,485	\$ 3,467	\$ 18
Sales Volume Change			(10.0)%
Average Sales Price Change			11.7 %
Operating Income	\$ 46	\$ 31	\$ 15
Operating Margin	1.3%	0.9%	

First quarter – Fiscal 2013 vs Fiscal 2012

- Sales and Operating Income –
 - Fed cattle supplies decreased which drove up average sales price and livestock cost. Sales volumes decreased due to a reduction in live cattle processed as a result of soft domestic demand for beef products and outside tallow purchases. Operating income increased in the first quarter of fiscal 2013 as the result of balancing our supply with customer demand partially offset by increased operating costs from reduced production.

Pork Segment Results

in millions	Three Months Ended		
	December 29, 2012	December 31, 2011	Change
Sales	\$ 1,363	\$ 1,475	\$ (112)
Sales Volume Change			(2.2)%
Average Sales Price Change			(5.5)%
Operating Income	\$ 125	\$ 165	\$ (40)
Operating Margin	9.2%	11.2%	

First quarter – Fiscal 2013 vs Fiscal 2012

- Sales and Operating Income –
 - Live hog supplies increased which drove down average sales price and livestock cost. Sales volumes decreased as a result of balancing our supply with customer demand. While reduced compared to prior year, operating income remained strong in the first quarter of fiscal 2013 despite brief periods of imbalance in industry supply and customer demand.

Prepared Foods Segment Results

in millions	Three Months Ended		
	December 29, 2012	December 31, 2011	Change
Sales	\$ 841	\$ 861	\$ (20)
Sales Volume Change			1.8 %
Average Sales Price Change			(4.1)%
Operating Income	\$ 33	\$ 51	\$ (18)
Operating Margin	3.9%	5.9%	

First quarter – Fiscal 2013 vs Fiscal 2012

- Sales and Operating Income –
 - Operating income decreased in the first quarter of fiscal 2013, despite increased volumes, as the result of lower average sales prices caused by lower raw material costs as well as product mix and additional costs incurred as we invested in our lunchmeat business.

Outlook

Our continued capital investment in our businesses, strong liquidity and reduced interest expense will help us to maintain strong operating results despite challenging market conditions. In fiscal 2013, we expect overall domestic protein production (chicken, beef, pork and turkey) to decrease approximately 1% from fiscal 2012 levels. The recent drought conditions have reduced expected grain supplies, which will result in higher input costs as well as increased costs for cattle and hog producers. The following is a summary of the fiscal 2013 outlook for each of our segments, as well as an outlook on sales, capital expenditures, net interest expense, debt and liquidity and share repurchases:

- **Chicken** – Current USDA data shows U.S. chicken production to be relatively flat in fiscal 2013 compared to fiscal 2012. Based on current futures prices, we expect higher feed costs in fiscal 2013 compared to fiscal 2012 of approximately \$600 million. The capital investment and significant operational improvements we have made in our Chicken segment have better positioned us to adjust to rising feed costs and remain profitable. Additionally, many of our sales contracts are formula based or shorter-term in nature, which allows us to offset rising input costs through pricing. However, there may be a lag time for price increases to take effect. We anticipate our Chicken segment will return to normalized ranges in the second-half of fiscal 2013.
- **Beef** – We expect to see a reduction of industry fed cattle supplies of 2-3% in fiscal 2013 as compared to fiscal 2012, with the reduction predominately in the second half of fiscal 2013. Although we generally expect adequate supplies in regions we operate our plants, there may be periods of imbalance of fed cattle supply and demand. We anticipate beef exports will remain strong in fiscal 2013. For fiscal 2013, we believe our Beef segment will remain profitable, but could be below our normalized range of 2.5%-4.5%.
- **Pork** – We expect industry hog supplies to be flat compared to fiscal 2012 and pork exports to remain strong in fiscal 2013 but less than fiscal 2012. For fiscal 2013, we believe our Pork segment should remain at or above our normalized range of 6.0%-8.0%.
- **Prepared Foods** – We expect operational improvements and increased pricing to offset increased raw material costs. Because many of our sales contracts are formula based or shorter-term in nature, we are typically able to offset rising input costs through increased pricing. For fiscal 2013, we believe our Prepared Foods segment should be in its normalized range of 4.0%-6.0%.
- **Sales** – We expect fiscal 2013 sales to approximate \$35 billion mostly resulting from price increases related to expected decreases in domestic availability of protein and increased raw material costs.
- **Capital Expenditures** – We expect fiscal 2013 capital expenditures will approximate \$550 million.
- **Net Interest Expense** – We expect fiscal 2013 net interest expense will approximate \$140 million.
- **Debt and Liquidity** – We do not have any significant scheduled maturities of debt due until October 2013 and may use our available cash to repurchase notes when available at attractive rates. Total liquidity at December 29, 2012, was \$1.9 billion, well above our goal to maintain liquidity in excess of \$1.2 billion.
- **Share Repurchases** – We expect to continue repurchasing shares under our share repurchase program. As of December 29, 2012, 30.1 million shares remain authorized for repurchases. The timing and extent to which we repurchase shares will depend upon, among other things, our working capital needs, market conditions, liquidity targets, our debt obligations and regulatory requirements.

LIQUIDITY AND CAPITAL RESOURCES

Our cash needs for working capital, capital expenditures, growth opportunities, the repurchases of senior notes and share repurchases are expected to be met with current cash on hand, cash flows provided by operating activities, or short-term borrowings. Based on our current expectations, we believe our liquidity and capital resources will be sufficient to operate our business. However, we may take advantage of opportunities to generate additional liquidity or refinance existing debt through capital market transactions. The amount, nature and timing of any capital market transactions will depend on: our operating performance and other circumstances; our then-current commitments and obligations; the amount, nature and timing of our capital requirements; any limitations imposed by our current credit arrangements; and overall market conditions.

Cash Flows from Operating Activities

in millions	Three Months Ended	
	December 29, 2012	December 31, 2011
Net income	\$ 168	\$ 156
Non-cash items in net income:		
Depreciation and amortization	130	122
Deferred income taxes	(9)	24
Other, net	23	27
Changes in working capital	(122)	9
Net cash provided by operating activities	\$ 190	\$ 338

- Cash flows associated with changes in working capital for the three months ended:
 - **December 29, 2012** – Decreased primarily due to a higher inventory balance and decreases in accrued salaries, wages and benefits, partially offset by increases in accounts payable and income taxes payable balances. The increase in inventory balance is largely due to increased raw material costs and planned build to meet forecasted customer demand.
 - **December 31, 2011** – Increased primarily due to a decrease in accounts receivable balance and increases in accounts payable and income taxes payable balances, almost entirely offset by an increase in inventory balance and decreases in accrued salaries, wages and benefits balances.

Cash Flows from Investing Activities

in millions	Three Months Ended	
	December 29, 2012	December 31, 2011
Additions to property, plant and equipment	\$ (157)	\$ (182)
(Purchases of)/Proceeds from marketable securities, net	1	3
Other, net	4	3
Net cash used for investing activities	\$ (152)	\$ (176)

- Additions to property, plant and equipment include acquiring new equipment, upgrading our facilities to maintain competitive standing and positioning us for future opportunities.
- Capital spending for fiscal 2013 is expected to approximate \$550 million, and includes spending on our operations for production and labor efficiencies, yield improvements and sales channel flexibility, as well as expansion of our foreign operations.

Cash Flows from Financing Activities

in millions	Three Months Ended	
	December 29, 2012	December 31, 2011
Payments on debt	\$ (35)	\$ (25)
Net proceeds from borrowings	24	45
Purchases of Tyson Class A common stock	(115)	(50)
Dividends	(53)	(15)
Other, net	21	22
Net cash used for financing activities	\$ (158)	\$ (23)

- During the first quarter of fiscal 2013, we received proceeds of \$22 million and paid \$33 million related to borrowings at our foreign operations. Total debt related to our foreign operations was \$91 million at December 29, 2012 (\$58 million current, \$33 million long-term).
- Purchases of Tyson Class A common stock include:
 - \$100 million and \$35 million for shares repurchased pursuant to our share repurchase program during the first quarters of fiscal 2013 and 2012, respectively; and
 - \$15 million for shares repurchased to fund certain obligations under our equity compensation plans during the first quarters of both fiscal 2013 and 2012.
- Dividends during first quarter of fiscal 2013 include a 25% increase to our quarterly dividend rate. Additionally, we declared and paid special dividends per share of \$0.10 and \$0.09 to holders of Class A stock and Class B stock, respectively, during the first quarter of fiscal 2013.

Liquidity

in millions	Commitments Expiration Date	Facility Amount	Outstanding Letters of Credit (no draw downs)	Amount Borrowed	Amount
					Available
Cash and cash equivalents					\$ 951
Revolving credit facility	August 2017	\$ 1,000	\$ 38	\$ —	\$ 962
Total liquidity					\$ 1,913

- The revolving credit facility supports our short-term funding needs and letters of credit. The letters of credit issued under this facility are primarily in support of workers' compensation insurance programs and derivative activities.
- Our 3.25% Convertible Senior Notes due 2013 (2013 Notes) may currently be converted to Class A stock early during any fiscal quarter in the event our Class A stock trades at or above \$21.84 for at least 20 trading days during a period of 30 consecutive trading days ending on the last trading day of the preceding fiscal quarter. In this event, any note holders electing early conversion would be paid the outstanding principal in cash, which totaled \$458 million at December 29, 2012. Any conversion premium would be paid in shares of Class A stock. The conditions for early conversion were not met in our first quarter of fiscal 2013, and thus, the notes may not be converted in our second quarter of fiscal 2013. On and after July 15, 2013, until the close of business on the second scheduled trading day immediately preceding the maturity date, which is October 15, 2013, holders may convert their notes at any time, regardless of the foregoing circumstances. Should the holders exercise their early conversion option, we would use current cash on hand and/or cash flow from operations for principal payments. We presently plan to use current cash on hand and/or cash flows from operations for payment on the 2013 Notes not converted early upon maturity.
- At December 29, 2012, approximately 30% of our cash is held in the international accounts of our foreign subsidiaries. Generally, we do not rely on the foreign cash as a source of funds to support our ongoing domestic liquidity needs, but rather we manage our worldwide cash requirements by reviewing available funds among our foreign subsidiaries and the cost effectiveness with which those funds can be accessed. The repatriation of cash balances from certain of our subsidiaries could have adverse tax consequences or be subject to regulatory capital requirements; however, those balances are generally available without legal restrictions to fund ordinary business operations. Our U.S. income taxes, net of applicable foreign tax credits, have not been provided on undistributed earnings of foreign subsidiaries. Our intention is to reinvest these earnings permanently or to repatriate the earnings only when it is tax effective to do so.
- Our current ratio was 1.89 to 1 and 1.91 to 1 at December 29, 2012, and September 29, 2012, respectively.

Capital Resources

Revolving Credit Facility

Cash flows from operating activities and current cash on hand are our primary sources of liquidity for funding debt service, capital expenditures, dividends and share repurchases. We also have a revolving credit facility, with a committed maximum capacity of \$1.0 billion, to provide additional liquidity for working capital needs, letters of credit and a source of financing for growth opportunities. As of December 29, 2012, we had outstanding letters of credit totaling \$38 million issued under this facility, none of which were drawn upon, which left \$962 million available for borrowing. Our revolving credit facility is funded by a syndicate of 43 banks, with commitments ranging from \$0.3 million to \$90 million per bank. The syndicate includes bank holding companies that are required to be adequately capitalized under federal bank regulatory agency requirements.

Capitalization

To monitor our credit ratings and our capacity for long-term financing, we consider various qualitative and quantitative factors. We monitor the ratio of our debt to our total capitalization as support for our long-term financing decisions. At December 29, 2012, and September 29, 2012, the ratio of our debt-to-total capitalization was 28.6% and 28.7%, respectively. For the purpose of this calculation, debt is defined as the sum of current and long-term debt. Total capitalization is defined as debt plus Total Shareholders' Equity.

Credit Ratings

2016 Notes

On June 7, 2012, Moody's Investors Service, Inc. (Moody's) upgraded the credit rating of these notes from "Ba1" to "Baa3." This upgrade decreased the interest rate on the 2016 Notes from 6.85% to 6.60%, effective beginning with the six-month interest payment due October 1, 2012.

A one-notch downgrade by either Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. (S&P) or Moody's would increase the interest rates on the 2016 Notes by 0.25%.

Revolving Credit Facility

S&P's corporate credit rating for Tyson Foods, Inc. is "BBB-." Moody's senior, unsecured, subsidiary guaranteed long-term debt rating for Tyson Foods, Inc. is "Baa3." Fitch Ratings', a wholly owned subsidiary of Fimalac, S.A. (Fitch), issuer default rating for Tyson Foods, Inc. is "BBB." The below table outlines the fees paid on the unused portion of the facility (facility fee rate) and letter of credit fees (undrawn letter of credit fee and borrowing spread) depending on the rating levels of Tyson Foods, Inc. from S&P, Moody's and Fitch.

Ratings Level (S&P/Moody's/Fitch)	Facility Fee Rate	Undrawn Letter of Credit Fee and Borrowing Spread
BBB+/Baa1/BBB+ or above	0.150%	1.125%
BBB/Baa2/BBB	0.175%	1.375%
BBB-/Baa3/BBB- (current level)	0.225%	1.625%
BB+/Ba1/BB+	0.275%	1.875%
BB/Ba2/BB or lower or unrated	0.325%	2.125%

In the event the rating levels are split, the applicable fees and spread will be based upon the rating level in effect for two of the rating agencies, or, if all three rating agencies have different rating levels, the applicable fees and spread will be based upon the rating level that is between the rating levels of the other two rating agencies.

Debt Covenants

Our revolving credit facility contains affirmative and negative covenants that, among other things, may limit or restrict our ability to: create liens and encumbrances; incur debt; merge, dissolve, liquidate or consolidate; make acquisitions and investments; dispose of or transfer assets; pay dividends or make other payments in respect of our capital stock; amend material documents; change the nature of our business; make certain payments of debt; engage in certain transactions with affiliates; and enter into sale/leaseback or hedging transactions, in each case, subject to certain qualifications and exceptions. In addition, we are required to maintain minimum interest expense coverage and maximum debt-to-capitalization ratios.

Our 2022 Notes also contain affirmative and negative covenants that, among other things, may limit or restrict our ability to: create liens; engage in certain sale/leaseback transactions; and engage in certain consolidations, mergers and sales of assets.

We were in compliance with all debt covenants at December 29, 2012.

RECENTLY ADOPTED/ISSUED ACCOUNTING PRONOUNCEMENTS

Refer to the discussion of recently adopted/issued accounting pronouncements under Part I, Item 1, Notes to Consolidated Condensed Financial Statements, Note 1: Accounting Policies.

CRITICAL ACCOUNTING ESTIMATES

We consider accounting policies related to: contingent liabilities; marketing and advertising costs; accrued self insurance; impairment of long-lived assets; impairment of goodwill and other intangible assets; and income taxes to be critical policies. These policies are summarized in Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended September 29, 2012 .

CAUTIONARY STATEMENTS RELEVANT TO FORWARD-LOOKING INFORMATION FOR THE PURPOSE OF "SAFE HARBOR" PROVISIONS OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

Certain information in this report constitutes forward-looking statements. Such forward-looking statements include, but are not limited to, current views and estimates of our outlook for fiscal 2013 , other future economic circumstances, industry conditions in domestic and international markets, our performance and financial results (e.g., debt levels, return on invested capital, value-added product growth, capital expenditures, tax rates, access to foreign markets and dividend policy). These forward-looking statements are subject to a number of factors and uncertainties that could cause our actual results and experiences to differ materially from anticipated results and expectations expressed in such forward-looking statements. We wish to caution readers not to place undue reliance on any forward-looking statements, which speak only as of the date made. We undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

Among the factors that may cause actual results and experiences to differ from anticipated results and expectations expressed in such forward-looking statements are the following: (i) the effect of, or changes in, general economic conditions; (ii) fluctuations in the cost and availability of inputs and raw materials, such as live cattle, live swine, feed grains (including corn and soybean meal) and energy; (iii) market conditions for finished products, including competition from other global and domestic food processors, supply and pricing of competing products and alternative proteins and demand for alternative proteins; (iv) successful rationalization of existing facilities and operating efficiencies of the facilities; (v) risks associated with our commodity purchasing activities; (vi) access to foreign markets together with foreign economic conditions, including currency fluctuations, import/export restrictions and foreign politics; (vii) outbreak of a livestock disease (such as avian influenza (AI) or bovine spongiform encephalopathy (BSE)), which could have an adverse effect on livestock we own, the availability of livestock we purchase, consumer perception of certain protein products or our ability to access certain domestic and foreign markets; (viii) changes in availability and relative costs of labor and contract growers and our ability to maintain good relationships with employees, labor unions, contract growers and independent producers providing us livestock; (ix) issues related to food safety, including costs resulting from product recalls, regulatory compliance and any related claims or litigation; (x) changes in consumer preference and diets and our ability to identify and react to consumer trends; (xi) significant marketing plan changes by large customers or loss of one or more large customers; (xii) adverse results from litigation; (xiii) risks associated with leverage, including cost increases due to rising interest rates or changes in debt ratings or outlook; (xiv) compliance with and changes to regulations and laws (both domestic and foreign), including changes in accounting standards, tax laws, environmental laws, agricultural laws and occupational, health and safety laws; (xv) our ability to make effective acquisitions or joint ventures and successfully integrate newly acquired businesses into existing operations; (xvi) effectiveness of advertising and marketing programs; and (xvii) those factors listed under Item 1A. "Risk Factors" included in our Annual Report filed on Form 10-K for the year ended September 29, 2012 .

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market risk relating to our operations results primarily from changes in commodity prices, interest rates and foreign exchange rates, as well as credit risk concentrations. To address certain of these risks, we enter into various derivative transactions as described below. If a derivative instrument is accounted for as a hedge, depending on the nature of the hedge, changes in the fair value of the instrument either will be offset against the change in fair value of the hedged assets, liabilities or firm commitments through earnings, or be recognized in other comprehensive income (loss) until the hedged item is recognized in earnings. The ineffective portion of an instrument's change in fair value is recognized immediately. Additionally, we hold certain positions, primarily in grain and livestock futures that either do not meet the criteria for hedge accounting or are not designated as hedges. With the exception of normal purchases and normal sales that are expected to result in physical delivery, we record these positions at fair value, and the unrealized gains and losses are reported in earnings at each reporting date. Changes in market value of derivatives used in our risk management activities relating to forward sales contracts are recorded in sales. Changes in market value of derivatives used in our risk management activities surrounding inventories on hand or anticipated purchases of inventories are recorded in cost of sales.

The sensitivity analyses presented below are the measures of potential losses of fair value resulting from hypothetical changes in market prices related to commodities. Sensitivity analyses do not consider the actions we may take to mitigate our exposure to changes, nor do they consider the effects such hypothetical adverse changes may have on overall economic activity. Actual changes in market prices may differ from hypothetical changes.

Commodities Risk: We purchase certain commodities, such as grains and livestock, in the course of normal operations. As part of our commodity risk management activities, we use derivative financial instruments, primarily futures and options, to reduce the effect of changing prices and as a mechanism to procure the underlying commodity. However, as the commodities underlying our derivative financial instruments can experience significant price fluctuations, any requirement to mark-to-market the positions that have not been designated or do not qualify as hedges could result in volatility in our results of operations. Contract terms of a hedge instrument closely mirror those of the hedged item providing a high degree of risk reduction and correlation. Contracts designated and highly effective at meeting this risk reduction and correlation criteria are recorded using hedge accounting. The following table presents a sensitivity analysis resulting from a hypothetical change of 10% in market prices as of December 29, 2012, and September 29, 2012, on the fair value of open positions. The fair value of such positions is a summation of the fair values calculated for each commodity by valuing each net position at quoted futures prices. The market risk exposure analysis includes hedge and non-hedge derivative financial instruments.

Effect of 10% change in fair value

	in millions	
	December 29, 2012	September 29, 2012
Livestock:		
Cattle	\$ 31	\$ 42
Hogs	45	37
Grain	10	30

Interest Rate Risk: At December 29, 2012, we had variable rate debt of \$207 million with a weighted average interest rate of 3.9%. A hypothetical 10% increase in interest rates effective at December 29, 2012, and September 29, 2012, would have a minimal effect on interest expense.

Additionally, changes in interest rates impact the fair value of our fixed-rate debt. At December 29, 2012, we had fixed-rate debt of \$2.2 billion with a weighted average interest rate of 5.9%. Market risk for fixed-rate debt is estimated as the potential increase in fair value, resulting from a hypothetical 10% decrease in interest rates. A hypothetical 10% decrease in interest rates would have increased the fair value of our fixed-rate debt by approximately \$18 million at December 29, 2012, and \$16 million at September 29, 2012. The fair values of our debt were estimated based on quoted market prices and/or published interest rates.

Foreign Currency Risk: We have foreign exchange exposure from fluctuations in foreign currency exchange rates primarily as a result of certain receivable and payable balances. The primary currencies we have exposure to are the Brazilian real, the British pound sterling, the Canadian dollar, the Chinese renminbi, the European euro and the Mexican peso. We periodically enter into foreign exchange forward and option contracts to hedge some portion of our foreign currency exposure. A hypothetical 10% change in foreign exchange rates effective at both December 29, 2012, and September 29, 2012, related to the foreign exchange forward and option contracts would have a \$21 million impact on pretax income. In the future, we may enter into more foreign exchange forward and option contracts as a result of our international growth strategy.

Concentration of Credit Risk: Refer to our market risk disclosures set forth in the 2012 Annual Report filed on Form 10-K for a detailed discussion of quantitative and qualitative disclosures about concentration of credit risks, as these risk disclosures have not changed significantly from the 2012 Annual Report.

Item 4. Controls and Procedures

An evaluation was performed, under the supervision and with the participation of management, including the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO), of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended. Based on that evaluation, management, including the CEO and CFO, has concluded that, as of December 29, 2012, our disclosure controls and procedures were effective.

In the first quarter ended December 29, 2012, there were no changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Refer to the description of certain legal proceedings pending against us under Part I, Item 1, Notes to Consolidated Condensed Financial Statements, Note 13: Commitments and Contingencies, which discussion is incorporated herein by reference. Listed below are certain additional legal proceedings involving the Company and/or its subsidiaries.

On October 23, 2001, a putative class action lawsuit styled R. Lynn Thompson, et al. vs. Tyson Foods, Inc. was filed in the District Court for Mayes County, Oklahoma by three property owners on behalf of all owners of lakefront property on Grand Lake O' the Cherokees. Simmons Foods, Inc. and Peterson Farms, Inc. also are defendants. The plaintiffs allege the defendants' operations diminished the water quality in the lake thereby interfering with the plaintiffs' use and enjoyment of their properties. The plaintiffs sought injunctive relief and an unspecified amount of compensatory damages, punitive damages, attorneys' fees and costs. While the District Court certified a class, on October 4, 2005, the Court of Civil Appeals of the State of Oklahoma reversed, holding the plaintiffs' claims were not suitable for disposition as a class action. This decision was upheld by the Oklahoma Supreme Court and the case was remanded to the District Court with instructions that the matter proceed only on behalf of the three named plaintiffs. Plaintiffs seek injunctive relief, restitution and compensatory and punitive damages in an unspecified amount in excess of \$10,000. We and the other defendants have denied liability and asserted various defenses. The defendants have requested a trial date, but the court has not yet scheduled the matter for trial.

Since 2003, nine lawsuits have been brought against us and several other poultry companies by approximately 150 plaintiffs in Washington County, Arkansas Circuit Court (Green v. Tyson Foods, Inc., et al., Bible v. Tyson Foods, Inc., Beal v. Tyson Foods, Inc., et al., McWhorter v. Tyson Foods, Inc., et al., McConnell v. Tyson Foods, Inc., et al., Carroll v. Tyson Foods, Inc., et al., Belew v. Tyson Foods, Inc., et al., Gonzalez v. Tyson Foods, Inc., et al., and Rasco v. Tyson Foods, Inc., et al.) alleging that the land application of poultry litter caused arsenic and pathogenic mold and fungi contamination of the air, soil and water in and around Prairie Grove, Arkansas and seeking recovery for several types of personal injuries, including several forms of cancer. On August 2, 2006, the Court granted summary judgment in favor of Tyson and the other poultry company defendants in the first case to go to trial, which the plaintiffs appealed, and the trial court stayed the remaining eight lawsuits pending the appeal. On May 8, 2008, the Arkansas Supreme Court reversed the summary judgment and remanded for a new trial. The remanded trial was held and the jury returned a verdict in our favor. The plaintiffs appealed this verdict to the Arkansas Supreme Court, which affirmed the verdict and denied the plaintiffs' petition for rehearing. The parties subsequently settled the remaining eight cases.

Other Matters: We currently have approximately 115,000 employees and, at any time, have various employment practices matters outstanding. In the aggregate, these matters are significant to the Company, and we devote significant resources to managing employment issues. Additionally, we are subject to other lawsuits, investigations and claims (some of which involve substantial amounts) arising out of the conduct of our business. While the ultimate results of these matters cannot be determined, they are not expected to have a material adverse effect on our consolidated results of operations or financial position.

Item 1A. Risk Factors

There have been no material changes to the risk factors listed in Part I, "Item 1A. Risk Factors" in the Annual Report on Form 10-K for the year ended September 29, 2012. These risk factors should be considered carefully with the information provided elsewhere in this report, which could materially adversely affect our business, financial condition or results of operations. Additional risks and uncertainties not currently known or we currently deem to be immaterial also may materially adversely affect our business, financial condition or results of operations.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The table below provides information regarding our purchases of Class A stock during the periods indicated.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs ⁽¹⁾
Sept. 30, 2012 to Oct. 27, 2012	204,783	\$ 16.21	—	35,247,684
Oct. 28, 2012 to Dec. 1, 2012	961,561	18.71	537,100	34,710,584
Dec. 2, 2012 to Dec. 29, 2012	4,775,026	19.60	4,577,200	30,133,384
Total	5,941,370 ⁽²⁾	\$ 19.34	5,114,300 ⁽³⁾	30,133,384

(1) On February 7, 2003, we announced our Board of Directors approved a program to repurchase up to 25 million shares of Class A common stock from time to time in open market or privately negotiated transactions. The program has no fixed or scheduled termination date. On May 3, 2012, our Board of Directors approved an increase of 35 million shares authorized for repurchase under this program.

(2) We purchased 827,070 shares during the period that were not made pursuant to our previously announced stock repurchase program, but were purchased to fund certain Company obligations under our equity compensation plans. These transactions included 515,955 shares purchased in open market transactions and 311,115 shares withheld to cover required tax withholdings on the vesting of restricted stock.

(3) These shares were purchased during the period pursuant to our previously announced stock repurchase program.

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

Not Applicable

Item 5. Other Information

None

Item 6. Exhibits

The following exhibits are filed with this report.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Employment Agreement, dated November 25, 2012, by and between the Company and John Tyson.
12.1	Ratio of Earnings to Fixed Charges
31.1	Certification of Chief Executive Officer pursuant to SEC Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to SEC Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following financial information from our Quarterly Report on Form 10-Q for the quarter ended December 29, 2012, formatted in XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Statements of Income, (ii) Condensed Consolidated Statements of Comprehensive Income, (iii) Condensed Consolidated Balance Sheets, (iv) Condensed Consolidated Statements of Cash Flows, and (v) the Notes to Condensed Consolidated Financial Statements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

TYSON FOODS, INC.

Date: February 1, 2013

/s/ Dennis Leatherby

Dennis Leatherby

Executive Vice President and Chief Financial Officer

Date: February 1, 2013

/s/ Curt T. Calaway

Curt T. Calaway

Senior Vice President, Controller and Chief Accounting Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”), effective the 25th day of November, 2012 (the “Effective Date”), by and between Tyson Foods, Inc., a Delaware corporation, and any of its subsidiaries and affiliates (hereinafter collectively referred to as “Tyson”), and John Tyson (hereinafter referred to as “you”).

WITNESSETH:

WHEREAS, Tyson is engaged in a very competitive business, where the development and retention of extensive confidential information, trade secrets and proprietary information as well as customer relationships and goodwill are critical to future business success;

WHEREAS, by virtue of your employment with Tyson, you are involved in the development of, and have access to, Tyson’s confidential information, trade secrets and proprietary information, and, if such information were to get into the hands of competitors of Tyson, it could do substantial business harm to Tyson;

WHEREAS, you will not be provided with or given access to Tyson’s customers and goodwill or Tyson’s confidential information, trade secrets and proprietary information unless you execute this Agreement;

WHEREAS, you and Tyson previously entered into an agreement which became effective October 3, 2010 (the "2010 Agreement"), whereby you provided certain services to Tyson;

WHEREAS, you and Tyson desire to enter into a new employment agreement and terminate the 2010 Agreement; and

WHEREAS, Tyson has advised you that agreement to the terms of this Agreement, and specifically the non-compete and non-solicitation sections, is an integral part of this Agreement, and you acknowledge the importance of the non-compete and non-solicitation sections, and having reviewed the Agreement as a whole, are willing to commit to the restrictions set forth herein;

NOW, THEREFORE, Tyson and you hereby mutually agree as follows:

1. Employment.

(a) Consideration. In consideration of the above and other good and valuable consideration, you are expressly being given employment, continued employment, a relationship with Tyson, certain monies, benefits, stock awards, training and/or access to trade secrets and confidential information of Tyson and its customers, suppliers, vendors or affiliates to which you would not have access but for your relationship with Tyson in exchange for you agreeing to the terms of this Agreement.

(b) Duties. Tyson hereby agrees to employ you and you hereby accept employment with Tyson as its Chairman of the Board. The duties and services required to be performed by you shall be consistent with your position, as assigned by Tyson's Board of Directors (the "Board") in its sole discretion from time to time. You shall report to Tyson's Board. You agree to devote a sufficient amount of your working time, attention and energies to the business of Tyson as is necessary to permit fulfillment of your duties and responsibilities to Tyson. You may make and manage personal investments for yourself and your family and investments for entities you represent (provided such investments in other activities do not violate, in any material respect, the provisions of Section 6 of this Agreement), be involved in charitable, civic, educational, and professional activities, and serve on boards of not for profit and other for profit entities, provided such activities do not materially and unreasonably interfere with the performance of your duties and obligations hereunder. You agree that during your employment with Tyson, you will not, except as expressly permitted by the Governance Committee of the Board, engage in any (i) competitive outside business activities, (ii) outside business that provides goods or services to Tyson, or (iii) outside business that buys products from Tyson. You agree that during your employment with Tyson, you will devote your reasonable efforts to the good faith performance of your duties and the advancement of Tyson and shall not engage in any other employment, profitable activities, or other pursuits which would cause you to disclose or utilize Confidential Information (as defined in Section 6(a)), or reflect adversely on Tyson. This obligation shall include, but is not limited to, obtaining Tyson's consent prior to either performing tasks for business associates of Tyson outside of your customary duties for Tyson, giving speeches or writing articles, blogs, or posts, about Tyson's business, or improperly using Tyson's name in each case in a manner that reflects unfavorably upon Tyson. You further agree that other than the Tyson Limited Partnership, a Delaware limited partnership of which you are a general partner or any other use of your individual name, nickname, initials, identity or related references by you, you will not use, incorporate, or otherwise create any business entity or organization or domain name using any name confusingly similar to the name of "Tyson Foods" or the name of any affiliate of Tyson or any other

name under which any such entities do business, except with the consent of the Board which consent shall not be unreasonably withheld.

(c) Term of Employment. Your employment shall be for a period of five (5) years, commencing on the Effective Date above and terminating on the fifth anniversary of the Effective Date, unless your employment earlier terminates pursuant to Section 3 or is otherwise extended by mutual written agreement of you and Tyson (as applicable the “Period of Employment”).

(d) Termination of 2010 Agreement. The 2010 Agreement shall be of no further force and effect after the Effective Date.

2. Compensation.

(a) Compensation and Benefits for Services. You shall receive all regular compensation for services as described in this Section 2 and the benefits provided under Section 4 and Section 5 in exchange for signing this Agreement and for agreeing to abide and be bound by the terms, provisions and restrictions of Section 6. You understand and acknowledge that you have been properly and timely informed of the type, amount and terms of such consideration and that you would not be entitled to such consideration, and that such consideration would not be paid, if you did not execute and agree to be bound by the provisions of this Agreement.

(b) Base Salary. For the services to be performed hereunder during the Period of Employment, Tyson shall pay you at a base salary of \$850,000.00 per annum, which may be increased by Tyson from time to time. Such base salary shall be paid in accordance with Tyson’s payroll practice, but in no event less frequently than monthly.

(c) Performance Incentive Eligibility. You may receive performance incentive awards under Tyson’s annual and long-term incentive plans then in effect (if any), on terms and in amounts as determined by and subject to the discretion of the Compensation Committee of the Board (the “Compensation Committee”), applying performance criteria and objectives commensurate with that applicable to other comparable executive officers of Tyson.

(d) Stock Grants. You may receive stock awards under an equity incentive compensation plan of Tyson then in effect (if any), on terms and in amounts as determined by and

subject to the discretion of the Compensation Committee, applying performance criteria and objectives commensurate with that applicable to other comparable executive officers of Tyson.

(e) Benefit Plans, Vacation and Reimbursement Programs. You shall be entitled to participate in any benefit plans, including without limitation any employee pension and welfare benefit programs, plans and practices, of Tyson as adopted or amended from time to time on terms and in amounts commensurate with those provided to other comparable executive officers of Tyson. You shall be entitled to continued payment of your current, annual benefit under the terms of the Tyson Foods, Inc. Supplemental Executive Retirement and Life Insurance Premium Plan (“SERP”) and to further participation in the retirement benefit portion of the SERP. In the event that your annual benefit payment under the SERP at the time of payment is less than the benefit level at the Effective Date, which is \$175,195.70 (representing the total grossed-up benefit amount), Tyson will provide you an annual benefit equal to the difference. You will further be entitled to annual paid vacation in accordance with Tyson’s applicable vacation policy, as in effect from time to time. Tyson will pay or reimburse you for all reasonable expenses actually incurred or paid by you in the performance of your services to Tyson, subject to and in accordance with applicable expense reimbursement and related policies and procedures as in effect from time to time.

(f) Review. Your base salary, performance incentive compensation, stock grant levels, and plan participation will be subject to review annually (or from time to time at Tyson’s discretion more frequently), when compensation of other comparable executive officers of Tyson are reviewed for consideration of adjustments thereof.

(g) Perquisites. During the Period of Employment, Tyson shall pay to or reimburse you for or otherwise provide you with the following perquisites:

(i) Tyson shall make available to you the use of Tyson-owned assets, including entertainment assets, and the use of Tyson aircraft for up to 200 hours annually, in a manner consistent with Tyson’s then existing policies; provided that your personal use of Tyson-owned assets shall not interfere with Tyson’s business use of such assets. If you do not use all of such aircraft hours in a given year, you may use those unused hours in future years during the Period of Employment and you may use the 20.8 unused hours from the 2010 Agreement. As part of such personal use of Tyson aircraft, you may designate such number of

additional passengers on such aircraft as seating permits, and you need not be one of the passengers;

- (ii) Tyson shall arrange for secure access to Tyson's computer system from your home office as necessary for you to perform your duties from time to time, and pay all reasonable expenses associated therewith;
- (iii) Tyson shall provide you with reasonable access to and use of its security personnel consistent with past practice. If you request security services when reasonably warranted for any business activity including without limit travel (and more particularly, international travel), Tyson shall arrange for or reimburse you for such reasonable and mutually agreed upon services, up to \$50,000 annually;
- (iv) Tyson shall reimburse you for the annual premium payment on that certain existing \$7,500,000 life insurance policy on your life consistent with past practice. If during the Period of Employment you choose to replace the existing policy with a different life insurance policy, Tyson's obligation to reimburse you for the annual premium will not exceed the amount paid to you for the last year under the existing policy. Tyson has no interest in any such policy nor the proceeds payable under any such policy; and
- (v) Tyson will reimburse you (and gross-up such reimbursements to cover) any and all income tax liability (including interest and penalties) imposed upon you in connection with the availability or receipt of the services, perquisites and benefits set forth in this section 2(g) and for and after taking into account any reimbursements received by you under this Section 2(g)(v) all in an amount sufficient so that such services, perquisites, benefits and reimbursements will be received and provided by you without reduction for taxes (i.e. on an after tax basis).

3. Termination. Upon any termination of your employment for any reason, you shall immediately resign or be removed from all positions of employment with Tyson. If you remain a duly elected member of the Board of Directors, you shall retain that position until such time as you are

properly removed or not re-elected or otherwise at your sole election resign from such position. The date upon which your employment terminates and the Period of Employment ends will be your “Termination Date” for all purposes of this Agreement. Your employment may be terminated under this Agreement in the following events:

(a) Death. Your employment hereunder will terminate upon your death.

(b) Disability. Your employment hereunder will terminate upon your “Disability”. For purposes of this Agreement, Disability has the same meaning as provided in the long-term disability plan or policy maintained or, if applicable, most recently maintained, by Tyson for its comparable executive officers. If no long-term disability plan or policy was ever maintained on behalf of you or, if the determination of Disability relates to an incentive stock option, Disability means that condition described in Section 22(e)(3) of the Internal Revenue Code (the “Code”), as amended from time to time. In the event of a dispute, the determination of Disability will be made by the Committee (as defined in Tyson’s equity incentive plan) and will be supported by advice of a physician competent in the area to which such Disability relates.

(c) Termination by You for Good Reason. Upon the occurrence of a “Good Reason” event, you may terminate your employment pursuant to this Agreement by providing a notice of termination for Good Reason to Tyson within no more than sixty (60) days of the Good Reason event and providing Tyson thirty (30) days following receipt of such notice to cure the Good Reason event. If Tyson cures the Good Reason event within such 30 day period, you may not terminate your employment for Good Reason, but may voluntarily resign pursuant to Section 3(d) below. If Tyson fails to cure the Good Reason event within such 30 day period, your termination of employment will be effective under this Section 3(c). For purposes of the Agreement, you will be treated as having terminated for “Good Reason” if you terminate employment after of the occurrence of any one or more of the following: (i) your having been removed from the position of Chairman of the Board; (ii) your being required to report to anyone other than the entire Board of Tyson; (iii) a reduction in your base salary or your eligibility for any bonus or other compensation resulting in a material diminution in your base salary or eligible bonus or other compensation; (iv) a material change in the geographic location at which you must perform your primary duties from Springdale, Arkansas; (v) a material diminution in your duties, authority or responsibilities as described under this Agreement without your consent; or (vi) a material breach by Tyson of the material terms of this Agreement.

(d) Voluntary Termination by You without Good Reason. You may terminate your employment pursuant to this Agreement at any time by not less than thirty (30) days prior written notice to Tyson, which notice period may be waived by Tyson. Upon receipt of such notice, Tyson shall have the right, at its sole discretion, to accelerate your Termination Date at any time during said notice period.

(e) Termination for Cause by Tyson. Tyson may, acting through its Board, terminate your employment hereunder for “Cause” at any time after providing a notice of termination for Cause to you. For purposes of this Agreement, you shall be treated as having been terminated for Cause if and only if you are terminated as a result of the occurrence of one or more of the following events:

- (i) any willful and wrongful conduct or omission by you that injures Tyson;
- (ii) any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;
- (iii) you are (A) convicted of, (B) confess to, (C) plead no contest to, or (D) become the subject of proceedings that provide a reasonable basis for Tyson to believe that you have been engaged in, a felony; or
- (iv) your intentional or willful violation of any restrictive covenant provided for under Section 6 of this Agreement or any other agreement to which you are a party.

For purposes of this Agreement an act or failure to act shall be considered “willful” only if done or omitted to be done without your good faith reasonable belief that such act or failure to act was in the best interests of Tyson. In no event shall Tyson’s failure to notify you of the occurrence of any event constituting Cause, or to terminate you as a result of such event, be construed as a consent to the occurrence of future events, whether or not similar to the initial occurrence, or a waiver of Tyson’s right to terminate you for Cause as a result of any such future event. A termination of your employment by reason of Cause under either subsections (i), (ii) or (iv) above or under subsection (iii)(D) shall not be deemed to be for Cause unless each of the following conditions is satisfied:

- (x) Written notice is provided to you not less than 30 days prior to the date of termination setting forth Tyson's intention to terminate you for Cause, including a statement of the intended date of termination and a detailed description of the specific facts that Tyson believes to constitute Cause;
- (y) You are offered an opportunity to respond to such statement by appearing in person, together with your legal counsel, before the Board prior to the date of termination; and
- (z) By the affirmative vote of a majority of all the independent members of the Board, the Board determines that the specified actions constituted Cause and your employment should accordingly be terminated for Cause.

By determination of the Board, Tyson may suspend you from your duties with full pay and benefits hereunder during the period of time in which the Board is making a determination as to whether to terminate you for Cause.

(f) Termination by Tyson without Cause. Tyson, acting through its Board, may terminate your employment hereunder without Cause at any time upon written notice to you.

4. Compensation Following Termination of Employment. In the event that your employment is terminated for a reason set forth in Section 3, the compensation and benefits described in Section 2 above shall cease, and Tyson shall have no further obligations under this Agreement except as provided in this Section 4.

(a) Termination by Tyson for Cause or by You Without Good Reason. In the event that your employment is terminated by Tyson for Cause or by you without Good Reason, Tyson shall pay the following amounts to you:

- (i) Any accrued but unpaid base salary for services rendered to the Termination Date, any accrued but unpaid expenses required to be reimbursed under this Agreement, and any vacation accrued to the Termination Date (collectively "Accrued Compensation"); and
- (ii) Any benefits accrued through the Termination Date to which you may be entitled pursuant to the plans, policies and arrangements, as determined and paid in

accordance with the terms of such plans, policies and arrangements (collectively “Plan Benefits”).

(b) Termination Due to Death or Disability . In the event that your employment is terminated by reason of your death or Disability, Tyson shall pay you, your estate or your legal representative, as applicable, the following amounts:

- (i) Accrued Compensation;
- (ii) Plan Benefits;
- (iii) Tyson shall provide you, your spouse and eligible dependents with health care coverage ("Post Termination Health Care Coverage"). Tyson may choose to provide the Post Termination Health Care Coverage through either of the following programs: (A) healthcare, hospitalization, medical, long term care, vision, dental, and other similar insurance coverage or benefits under the Tyson Healthcare Continuation Plan or any successor or additional plan maintained by Tyson and at such coverage levels and upon such terms and conditions as shall otherwise be made available to any of the most senior officers of Tyson (including, without limitation, the provision of such coverage at a monthly cost to you that is equal to the monthly premium cost paid by other similarly situated participants); or (B) a Medicare supplemental policy (including, without limitation, a pharmaceutical supplement) at no cost to you. In addition, you, your spouse and eligible dependents will continue to participate in Tyson's Executive Medical Reimbursement program. The Post Termination Health Care Coverage will provide you, your spouse and eligible dependents with coverage that is substantially similar to the healthcare, hospitalization, medical, long term care, vision, dental and other similar insurance coverage/benefits you, your spouse and eligible dependents received under this Agreement. This coverage will be provided until such time as you and your spouse are deceased (and, in the case of your eligible dependents, until their eligibility has ceased).
- (iv) Upon written notice given to Tyson by you or your legal representative, as applicable, terminate and redeem all outstanding vested and unexercised options to purchase any Tyson stock held by you in exchange for a lump sum payment

equal to the aggregate difference between (x) the fair market value of the stock represented by such options as determined as of the close of Tyson's business on the date of the occurrence of the event giving rise to application hereof less (y) the strike price for such stock under the applicable options (the "Option Cash Out"); and

- (v) Tyson shall, within thirty (30) days of your death or termination for your Disability, pay you, your legal representative or your designated beneficiary a lump sum payment equal to the remaining payments that would have been made to you under Section 2(b) of this Agreement for the period of time between your Termination Date and the last day of the then existing term of this Agreement (had your death or Disability not occurred).

(c) Termination by Tyson Without Cause or Termination by You for Good Reason . In the event that your employment is terminated by Tyson without Cause or by you for Good Reason, Tyson shall pay the following amounts to you:

- (i) Accrued Compensation;
- (ii) Plan Benefits;
- (iii) Post Termination Health Coverage; and
- (iv) Subject to your execution of the Release (as defined below), Tyson will provide or pay the following:

(A) A lump sum amount equal to, and on terms equal to, your base salary for the period of time between your Termination Date and the last day of the then existing term of this Agreement (had you termination of employment not occurred);

(B) You will become fully vested in any of your unvested stock options that are outstanding on the Termination Date and then be eligible to receive the Option Cash Out;

(C) You will become vested in a pro rata portion of any of your unvested restricted stock awards that are outstanding on your Termination Date provided the applicable performance criteria, if any, are met. Such pro rata portion shall be equal to the percentage of the total vesting period, measured in days, in which you remained employed by Tyson and/or its affiliates multiplied by the number of shares subject to the award. Any award subject to this subsection (C) that is performance based shall not be paid until such time as it would have otherwise been paid under the terms of the award and will only be paid if the performance criteria are met; and

(D) You will become entitled to a pro rata portion of any performance share awards that are outstanding on the Termination Date provided the applicable performance criteria is met. The pro rata portion of your award shall equal the percentage of the total performance period, measured in days, in which you remained employed by Tyson multiplied by the percentage of the award that you would have received had you remained employed for the entire performance period. Any award subject to this subsection (D) shall not be paid until such time as it would have otherwise been paid under the terms of the award and will only be paid if the performance criteria are met.

(d) Release. For purposes of this Agreement, “Release” means that specific document which Tyson shall present to you for consideration and execution after your termination of employment, under which you and Tyson mutually agree to irrevocably and unconditionally release and forever discharge one another (including your and Tyson’s respective subsidiaries, affiliates, heirs, successors, assigns, representatives and related parties) from any and all claims and causes of action pertaining to your employment relationship with Tyson or the termination thereof which either you or Tyson at that time had or may have had against the other (excluding any claim you may have for indemnity under this Agreement or any by-laws or other governing document of Tyson or any liability insurance policy maintained by Tyson, any claim you may have under state workers’ compensation or unemployment laws or any claim, right, entitlement or payment which either you or Tyson is entitled under the terms of this Agreement). The Release will be provided to you as soon as practical after

your Termination Date, but in any event in sufficient time so that you will have adequate time to review the Release as provided by applicable law. The Release must be signed within 45 days of its presentation to you and in all events within sixty (60) days after your Termination Date. The Release shall not become effective until 7 days after it is executed. Tyson maintains a form of Release, which it may change from time to time as it deems appropriate. The latest version of the Release shall be available for your review upon request. Subject to Section 8 below, any payments subject to a Release shall be made not later than three (3) business days after the date the Release becomes effective.

5. Acceleration of Stock Grants on Change in Control. Upon the occurrence of a Change in Control (defined below) the stock awards that have been granted to you pursuant to award agreements from Tyson under Section 2, or which have otherwise been previously granted to you under an award agreement from Tyson; and which awards remain outstanding at the time of the Change in Control, will be treated in accordance with the applicable award agreements. For purposes of this Agreement, the term “Change in Control” shall have the same meaning as set forth in Tyson’s equity incentive compensation plan then in effect; provided, however, that a Change in Control shall not include any event as a result of which one or more of the following persons or entities possess or continues to possess, immediately after such event, over fifty percent (50%) of the combined voting power of Tyson or, if applicable, a successor entity: (a) Tyson Limited Partnership, or any successor entity; (b) individuals related to the late Donald John Tyson by blood, marriage or adoption, or the estate of any such individual (including Donald John Tyson’s); or (c) any entity (including, but not limited to, a partnership, corporation, trust or limited liability company) in which one or more of the entities, individuals or estates described in clauses (a) and (b) hereof possess over fifty percent (50%) of the combined voting power or beneficial interests of such entity. Notwithstanding the foregoing, this Section 5 shall not affect the time or form of payment under an applicable award agreement, and all awards shall be paid at the time, and in the form, provided under the terms of such award agreement. The Committee (as defined in Tyson’s equity incentive plan) shall have the sole discretion to interpret the foregoing provisions of this paragraph.

6. Restrictive Covenants and Other Restrictions .

(a) Confidential Information . You acknowledge that during the course of your employment with Tyson, you will be provided, learn, develop and have access to Tyson’s trade secrets, confidential information and proprietary materials which may include, but are not limited to, the

following: strategies, methods, books, records, and documents; technical information concerning products, formulas, production, distribution, equipment, services, and processes; procurement procedures and pricing techniques; the names of and other information concerning customers, suppliers, vendors, investors, and other business affiliates (such as contact name, service provided, pricing, type and amount of services used, credit and financial data, and/or other information relating to Tyson's relationship with that business affiliate); pricing strategies and price curves; positions, plans, and strategies for expansion or acquisitions; budgets; customer lists; research; weather data; financial analysis, returns and reports and sales data; trading methodologies and terms; evaluations, opinions, and interpretations of information and data; marketing and merchandising techniques; prospective customers' names and marks; grids and maps; electronic databases; models; specifications; computer programs; internal business records; contracts benefiting or obligating Tyson; bids or proposals submitted to any third party; technologies and methods; training methods and training processes; organizational structure; personnel information, including salaries of personnel; payment amounts or rates paid to consultants or other service providers; and other information, whether tangible or intangible, in any form or medium provided (collectively, "Confidential Information") which is not generally available to the public and which has been developed, will be developed or acquired by Tyson at considerable effort and expense. Without limiting the foregoing, you acknowledge and agree that you will learn, be provided, develop and have access to certain techniques, methods or applications implemented or developed by Tyson which are not generally known to the public or within the community in which Tyson competes, and any and all such information shall be treated as Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information which is or becomes either (i) publicly available other than as a result of your violation of this Agreement or (ii) available to you on a non-confidential basis from a source, other than Tyson, which source is not reasonably known to you to owe a duty of confidentiality to Tyson.

During the term of this Agreement or at any time thereafter, unless otherwise specifically authorized in writing by Tyson, you hereby covenant and agree: (i) to hold Confidential Information in the strictest confidence; (ii) not to, directly or indirectly, disclose, divulge or reveal any Confidential Information to any person or entity other than as authorized by Tyson; (iii) to use such Confidential Information only within the scope of your employment with Tyson for the benefit of Tyson; and (iv) to take such protective measures as may be reasonably necessary to preserve the secrecy and interest of Tyson in the Confidential Information. You agree to immediately notify Tyson of any unauthorized disclosure or use of any Confidential Information of which you become aware. The confidentiality

obligations herein shall not prohibit you from revealing either evidence of criminal wrongdoing to legitimate law enforcement officials or Confidential Information by order of court or agency of competent jurisdiction or as otherwise required by law, rule, regulation, public reporting requirements or other governmental investigation or mandate; however, to the extent legally permissible you shall promptly inform Tyson of any such situations and shall take reasonable steps to prevent disclosure of Confidential Information until Tyson has been informed of such required disclosure and has had a reasonable opportunity first to seek a protective order. You may also (A) disclose Confidential Information to your personal attorneys and accountants, but only as necessary to their provision of professional services to you and (B) disclose or use the Confidential Information to the extent reasonably necessary for you to prosecute or enforce your rights or defend yourself against any claim or allegation related to or dependent upon the Confidential Information so used or disclosed by you.

(b) Creative Works. “Creative Works” include, but are not limited to, all original works of authorship, inventions, discoveries, designs, computer hardware and software, algorithms, programming, scripts, applets, databases, database structures, or other proprietary information, business ideas, and related improvements and devices, which are conceived, developed, or made by you, either alone or with others, in whole or in part, on or off Tyson’s premises, (i) during your employment with Tyson, (ii) with the use of the time, materials, or facilities of Tyson, (iii) relating to any product, service, or activity of Tyson of which you have knowledge, or (iv) suggested by or resulting from any work performed by you for Tyson. Notwithstanding the foregoing, Creative Works do not include inventions or other works developed by you entirely on your own time without using Tyson’s equipment, supplies, facilities, or trade secret information except for those inventions or works developed during your Period of Employment that either: (A) relate at the time of conception or reduction to practice of the invention to Tyson’s business, or actual or demonstrably anticipated research or development of Tyson; or (B) result from any work performed by you for Tyson. If you are or become a resident of any state during your employment that has enacted laws relating to ownership of works created without use of or reference to Tyson materials, facilities, and/or intellectual property and do not relate to Tyson’s business, this Section shall be limited solely to the extent provided by the applicable laws of such states.

To the extent any rights in the Creative Works are not already owned by Tyson, you irrevocably assign and transfer to Tyson all proprietary rights, including, but not limited to, all patent, copyright, trade secret, trademark, and publicity rights, in the Creative Works and agree that Tyson

will be the sole and exclusive owner of all right, title, and interest in the Creative Works. Tyson will have the right to use all Creative Works, whether original or derivative, in any manner whatsoever and in any medium now known or later developed. You agree not, at any time, to assert any claim, ownership, or other interest in any of the Creative Works or Confidential Information; provided, that you make no representation or warranty to Tyson regarding such Creative Works or Confidential Information or Tyson's use or exploitation thereof.

Both during and after your employment, you agree to execute any documents necessary to effectuate the assignment to Tyson of the Creative Works, and will execute all papers and perform any other lawful acts reasonably requested by Tyson for the preparation, prosecution, procurement, and maintenance of any trademark, copyright, and/or patent rights in and for the Creative Works. You further agree that you will not be entitled to any compensation in addition to the salary paid to you during the development of the Creative Works. In the event Tyson is unable for any reason to secure your signature to any document Tyson reasonably requests you to execute under this Section 6, you hereby irrevocably designate and appoint Tyson and its authorized officers and agents as your agents and attorneys-in-fact to act for and in your behalf and instead of you to execute such document with the same legal force and effect as if executed by you.

(c) No Restrictions on Employment. You are being employed or continuing to be employed by Tyson with the understanding that (i) you are free to enter into employment or continued employment with Tyson, (ii) your employment with Tyson will not violate any agreement you may have with a third party (e.g., existing employment, non-compete, intellectual property ownership, and/or non-disclosure agreements) and (iii) only Tyson is entitled to the benefit of your work performed for or on behalf of Tyson hereunder. If you have any agreements with a prior employer, you are required to provide such agreements to Tyson prior to executing this Agreement. Tyson has no interest in using any other person's patents, copyrights, trade secrets, or trademarks in an unlawful manner. You should be careful not to disclose to Tyson any intellectual property or confidential information of your prior employers or anyone else or misapply proprietary rights that Tyson has no right to use.

(d) Removal and Return of Tyson Property. All written materials, records, data, and other documents prepared or possessed by you during and in the course of your employment with Tyson are Tyson's property. All memoranda, notes, records, files, correspondence, drawings, manuals, models, specifications, computer programs, maps, and all other documents, data, or materials of any

type embodying such information, ideas, concepts, improvements, discoveries, and inventions are Tyson's property. You agree not to remove any property of Tyson, including, but not limited to, any Confidential Information or Creative Works, from Tyson's premises, except as authorized under Tyson's policies or with the prior written approval of Tyson's General Counsel or Chief Human Resources Officer. Unless specifically authorized by Tyson in writing, you may not place Tyson Confidential Information or Creative Works on Removable Media, as defined below. On Tyson's request, or the termination of your employment with Tyson for any reason, you will immediately return to Tyson all Tyson property, including all Confidential Information and Creative Works and any and all documents and materials that contain, refer to, or relate in any way to any Confidential Information, as well as any other property of Tyson in your possession or control, including all electronic and telephonic equipment, credit cards, security badges, and passwords. You will permit Tyson to inspect any property provided by Tyson to you or developed by you as a result of or in connection with your employment with Tyson when you accept other employment or otherwise separate from your employment, regardless of where the property is located. For purposes of this Section, "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

(e) Non-Competition. You acknowledge that Tyson performs services throughout the United States and that your duties and services impact Tyson's performance of services throughout the United States. Accordingly, you acknowledge the need for certain restrictions contained in this Agreement to be without limitation as to location or geography within the United States. You agree that during your continuing employment with Tyson, you will not directly or indirectly, on behalf of yourself or in conjunction with any other person, company or entity, own (other than less than 5% ownership in a publicly traded company), manage, operate, or participate in the ownership, management, operation, or control of, or be employed by or a consultant to any person, company or entity which is in competition with Tyson, with which entity you would hold a position with responsibilities similar to any position you held with Tyson during the 24 months preceding your Termination Date or to which entity you would utilize or disclose confidential methodologies, techniques, customer lists or information of Tyson. You agree that during your continuing employment with Tyson, you will not directly or indirectly, on behalf of yourself or any other person, company or entity, participate in the planning, research or development of any strategies or methodologies, similar

to strategies or methodologies, utilized or developed by Tyson, excluding general industry knowledge, for which you had access to, utilized or developed during the 24 months preceding your Termination Date. You agree that nothing in this Section shall limit your confidentiality obligations in this Agreement. Further, you understand and agree that during your continuing employment, while you may gather information and otherwise undertake to investigate other employment opportunities, you shall not compete, solicit or take on activities which are in violation of this Agreement. Should you leave Tyson and accept employment or a consulting position with a competitor of Tyson, you are required beforehand to inform Tyson of the identity of your new employer and your responsibilities for the new employer.

(f) Non-Solicitation . You agree that during your employment with Tyson and for a period of 24 months thereafter, you will not, nor will you assist any third party to, directly or indirectly (i) raid, hire, solicit, encourage or attempt to persuade any employee or independent contractor of Tyson, or any person who was an employee or independent contractor of Tyson during the 6 months preceding the Termination Date, who possesses or had access to Confidential Information of Tyson, to leave the employ of or terminate a relationship with Tyson; (ii) interfere with the performance by any such persons of their duties for Tyson; (iii) communicate with any such persons for the purposes described in the paragraph above; or (iv) solicit, encourage or attempt to persuade any customer or vendor of Tyson during the 6 months preceding your Termination Date to terminate or modify its relationship with Tyson.

(g) Non-Disparagement . Each of you and Tyson agrees to not, at any time, engage in, or permit your or its directors, officers, employees, agents or representatives to engage in, any form of conduct, or make any statement or representation, either oral or written, that disparages, impugns or otherwise impairs the reputation, goodwill or interests of the other, or in the case of Tyson, any of its officers, directors, shareholders, managing members, representatives, and/or employees or agents in either the individual or representative capacities of any of the foregoing individuals (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments). In addition, neither you nor Tyson shall direct, arrange or encourage others to make any such derogatory or disparaging statements on your or its behalf. Nothing in this Section, however, shall prevent you or Tyson or its directors, officers, employees, agents or representatives from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency, or judicial, arbitral or self-regulatory forum.

(h) Effect of Breach. You acknowledge and agree that, in the event of any breach by you of the terms and conditions of this Agreement, pursuant to the terms of certain benefit plans and programs, your accrued benefits thereunder may be discontinued or forfeited, in addition to any other rights and remedies Tyson may have at law or in equity. You acknowledge that irreparable damage would result to Tyson if the provisions of Section 6 of this Agreement are not specifically enforced, and that, in addition to any other legal or equitable relief available, and notwithstanding any alternative dispute resolution provisions that have been or may be agreed to between Tyson and you, Tyson shall be entitled to seek injunctive relief in the event of any failure to comply with the provisions of Section 6 of this Agreement.

(i) Clawback Policies. In addition to subsection (h) above, any amounts payable under this Agreement are subject to any policy, whether in existence as of the Effective Date or later adopted, established by Tyson and adopted by the Compensation Committee that provides for the clawback or recovery of amounts that were paid to you under circumstances requiring clawback or recovery as set forth in such policy. Tyson will make any determinations for clawback or recover in its sole discretion and in accordance with any applicable law or regulation. Further, notwithstanding any other provisions of this Agreement, if within one year of the termination of your employment, Tyson becomes aware of facts that would have allowed Tyson to terminate your employment for Cause (within the meaning of Section 3), then without regard to any notice and cure periods in Section 3, to the extent permitted by law:

- (i) Tyson may elect to cancel any and all payments of benefits otherwise due to you, but not yet paid, under this Agreement or otherwise; and
- (ii) you will refund to Tyson any amounts, plus interest, previously paid by Tyson to you in excess of your Accrued Compensation and Plan Benefits (within the meaning of Section 4).

7. General.

(a) Enforcement and Severability. You specifically acknowledge and agree that the purpose of the restrictions contained in Section 6 of this Agreement is to protect Tyson from unfair competition, including improper use of the Confidential Information by you, and that the restrictions and covenants contained herein are reasonable with respect to both scope and duration of application.

Notwithstanding the foregoing, if any court determines that any of the terms herein are unreasonable, invalid or unenforceable, the court may interpret, alter, amend or modify any or all of the terms to include as much of the scope, time period and intent as will render the restrictions enforceable, and then as modified, enforce the terms. Each covenant and restriction contained in this Agreement is independent of each other such covenant and restriction, and if any such covenant or restriction is held for any reason to be invalid, unenforceable and incapable of corrective modification, then the invalidity or unenforceability of such covenant or restriction shall not invalidate, affect or impair in any way the validity and enforceability of any other such covenant or restriction.

(b) Notices. All written notices, requests and other communications provided pursuant to this Agreement shall be deemed to have been duly given, if delivered in person or by courier, or by facsimile transmission or sent by express, registered or certified mail, postage prepaid addressed, if to you, at the most recent address on record in Tyson's human resources information system, (with a copy to your legal representative, Joel A. Katz, Esq., Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305), and if to Tyson, at its headquarters:

Tyson Foods, Inc.
Attn: Chief Human Resources Officer
2200 Don Tyson Parkway
Springdale, Arkansas 72762-6999

(c) Modification. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties hereto, except for any agreement or policy specifically referenced herein. This Agreement cannot be modified except by a writing signed by both parties.

(d) Assignment. This Agreement shall be binding upon you, your heirs, executors and personal representatives and upon Tyson, its successors and assigns. You acknowledge that the services to be rendered by you are unique and personal. Except by your will, or by operation of the laws of intestate succession, you may not assign, transfer or pledge your rights or delegate your duties or obligations under this Agreement, in whole or in part, without first obtaining the written consent of the Tyson's General Counsel or Chief Human Resources Officer. This Agreement may not be assigned by Tyson without your consent; provided that Tyson may assign this Agreement to any

successor (whether by merger, purchase or otherwise) to all or substantially all of the stock, assets or business of Tyson provided that no such permitted assignment by Tyson shall relieve Tyson from any direct continuing and primary liability or responsibility owed to you from or in connection with any such assignee's breach, default or violation of this Agreement.

(e) Applicable Law. You acknowledge that this Agreement is performable at various locations throughout the United States and specifically performable wholly or partly within the State of Arkansas and consent to the validity, interpretation, performance and enforcement of this Agreement being governed by the internal laws of said State of Arkansas, without giving effect to the conflicts of laws provisions thereof.

(f) Jurisdiction and Venue of Disputes. The courts of Washington County, Arkansas shall have exclusive jurisdiction and be the venue of all disputes between Tyson and you, whether such disputes arise from this Agreement or otherwise. In addition, you expressly waive any right that you may have to sue or be sued in the county of your residence and consent to venue in Washington County, Arkansas.

(g) Funding. All payments provided under this Agreement, other than payments made pursuant to a plan which provides otherwise, shall be paid from the general funds of Tyson, and no special or separate fund shall be established, and no other segregation of assets made, to assure payment. You shall have no right, title or interest whatever in or to any investments which Tyson may make to aid Tyson in meeting its obligations hereunder. To the extent that any person acquires a right to receive payments from Tyson hereunder, such right shall be no greater than the right of an unsecured creditor of Tyson.

(h) Indemnification. In addition to all other rights of indemnification to which you are entitled under any constituent or governing documents of Tyson or any policy of insurance maintained by Tyson for the benefit of its shareholders, officer, directors, employees, agents, contractors or other representatives, you will continue to be indemnified by Tyson pursuant to each of (i) that certain Indemnity Agreement between you and Tyson dated May 9, 1997 and (ii) that certain Indemnity Agreement between you and Tyson dated September 28, 2007. You will additionally receive all rights of indemnification and related benefits consistent with and on terms no less favorable than those extended by Tyson to any other former, then current, or future officer, director or fiduciary of

Tyson including without limit, coverage under any errors and omissions, directors and officer or other liability insurance coverage maintained by Tyson.

(i) Enforcement. If either you or Tyson violates any of the terms of this Agreement, such violating party will indemnify the other for the expenses, including but not limited to reasonable attorneys' fees, incurred by the other in enforcing this Agreement.

8. Special Tax Considerations.

(a) Tax Withholding. Tyson shall provide for the withholding of any taxes required to be withheld by federal, state and local law with respect to any payments in cash and/or other property made by or on behalf of Tyson to or for your benefit under this Agreement or otherwise.

(b) Excise Tax. Notwithstanding the foregoing, if the total payments to be paid to you under this Agreement, along with any other payments to you by Tyson, would result in you being subject to the excise tax imposed by Section 4999 of the Code (commonly referred to as the "Golden Parachute Tax"), Tyson shall reduce the aggregate payments to the largest amount which can be paid to you without triggering the excise tax, but only if and to the extent that such reduction would result in you retaining larger aggregate after-tax payments. The determination of the excise tax and the aggregate after-tax payments to be received by you will be made by Tyson. If payments are to be reduced, the payments made latest in time will be reduced first and if payments are to be made at the same time, non-cash payments will be reduced before cash payments.

(c) Separation from Service. In the event that the termination of your employment does not constitute a "separation from service" as defined in Code Section 409A, including all regulations and other guidance issued pursuant thereto, your rights to the payments and benefits described in Section 4 will vest upon the Termination Date, but no payment to you that is subject to Code Section 409A will be paid until you incur a separation from service (or until six (6) months after such date if you are a "specified employee" pursuant to subsection (d) of this Section), and any amounts that would otherwise have been paid before such date will be paid instead as soon as practicable after such date.

(d) Six-Month Delay in Payment. Notwithstanding anything to the contrary in this Agreement, if you are a "specified employee" as defined and applied in Code Section 409A as of your Termination Date, then, to the extent any payment under this Agreement or any Tyson plan or policy

constitutes deferred compensation (after taking into account any applicable exemptions from Code Section 409A, including those specified in subsection (f) of this Section) and to the extent required by Code Section 409A, no payments due under this Agreement or any Tyson plan or policy may be made until the earlier of: (i) the first (1st) day following the sixth (6th) month anniversary of your Termination Date and (ii) your date of death; provided, however, that any payments delayed during the six (6) month period will be paid in the aggregate as soon as reasonably practicable following the six (6) month anniversary of your Termination Date.

(e) Expense Reimbursement. In no event will an expense be reimbursed after December 31 of the calendar year following the calendar year in which the expense was incurred. You are not permitted to receive a payment or other benefit in lieu of reimbursement under Section 2(e).

(f) Application of Exemptions. For purposes of Code Section 409A, each “payment” (as defined by Code Section 409A) made under this Agreement will be considered a “separate payment.” In addition, for purposes of Code Section 409A, each such payment will be deemed exempt from Code Section 409A to the fullest extent possible under (i) the “short-term deferral” exemption of Treasury Regulation § 1.409A-1(b)(4), and (ii) with respect to any additional amounts paid no later than the second (2nd) calendar year following the calendar year containing your Termination Date, the “involuntary separation” pay exemption of Treasury Regulation § 1.409A-1(b)(9)(iii), which are hereby incorporated by reference.

(g) Effect of Release. Any amounts that are not exempt from Code Section 409A under paragraph (f) above, and which are paid subject to your execution of a Release that provides for a consideration period and revocation period that crosses two calendar years, shall be paid on the first payroll date in the second calendar year that occurs on or after the expiration of the revocation period, regardless of the date the Release is signed.

(h) Interpretation and Administration of Agreement. To the maximum extent permitted by law, this Agreement will be interpreted and administered in such a manner that the payments to you are either exempt from, or comply with, the requirements of Code Section 409A.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

YOU ACKNOWLEDGE THAT YOU HAVE COMPLETELY READ THE ABOVE, HAVE BEEN ADVISED TO CONSIDER THIS AGREEMENT CAREFULLY, AND HAVE BEEN FURTHER ADVISED TO REVIEW IT WITH LEGAL COUNSEL OF YOUR CHOOSING BEFORE SIGNING. YOU FURTHER ACKNOWLEDGE THAT YOU ARE SIGNING THIS AGREEMENT VOLUNTARILY, AND WITHOUT DURESS, COERCION, OR UNDUE INFLUENCE AND THEREBY AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

/s/ John Tyson

JOHN TYSON

11/26/2012

(Date)

TYSON FOODS, INC.

By /s/ Kevin M. McNamara

Title Chairman - Compensation Committee

Ratio of Earnings to Fixed Charges

(dollars in millions)

	Three Months					
	Ending	Fiscal Years				
	December 29, 2012	2012	2011	2010	2009	2008
Earnings:						
Income (loss) from continuing operations before income taxes and equity method investment earnings	\$ 261	\$ 911	\$ 1,063	\$ 1,206	\$ (541)	\$ 148
Add: Fixed charges	55	264	305	360	388	272
Add: Amortization of capitalized interest	1	5	4	3	4	4
Less: Capitalized interest	(2)	(10)	(9)	(11)	(3)	(3)
Total adjusted earnings	315	1,170	1,363	1,558	(152)	421
Fixed Charges:						
Interest	30	150	191	240	289	212
Capitalized interest	2	10	9	11	3	3
Amortization of debt discount expense	7	39	44	46	38	3
Rentals at computed interest factor ⁽¹⁾	16	65	61	63	58	54
Total fixed charges	\$ 55	\$ 264	\$ 305	\$ 360	\$ 388	\$ 272
Ratio of Earnings to Fixed Charges	5.73	4.43	4.47	4.33		1.55
Insufficient Coverage					540	

⁽¹⁾ Amounts represent those portions of rent expense (one-third) that are reasonable approximations of interest costs.

CERTIFICATIONS

I, Donnie Smith, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tyson Foods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 1, 2013

/s/ Donnie Smith

Donnie Smith

President and Chief Executive Officer

CERTIFICATIONS

I, Dennis Leatherby, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tyson Foods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 1, 2013

/s/ Dennis Leatherby

Dennis Leatherby

Executive Vice President and Chief Financial Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report of Tyson Foods, Inc. (the Company) on Form 10-Q for the period ending December 29, 2012, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Donnie Smith, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Donnie Smith

Donnie Smith
President and Chief Executive Officer

February 1, 2013

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report of Tyson Foods, Inc. (the Company) on Form 10-Q for the period ending December 29, 2012, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Dennis Leatherby, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Dennis Leatherby

Dennis Leatherby
Executive Vice President and Chief Financial Officer

February 1, 2013